



AGENDA
VILLAGE BOARD MEETING
RICHFIELD VILLAGE HALL
4128 HUBERTUS ROAD, HUBERTUS WISCONSIN
November 21, 2013
7:30 P.M.

1. Call to Order/ Roll Call
2. Verification of Compliance With Open Meeting Law
3. Pledge of Allegiance
4. REPORT
 - a. Assessor Annual Report – Associated Appraisals
 - b. Sara Schnoor – PMA Financial, Wisconsin Investment Series Cooperative
5. PUBLIC HEARING
 - a. 2014 Budget
 - b. Discuss/Action regarding Resolution R2013-11-01 a resolution adopting the 2014 Village of Richfield Budget.
6. PUBLIC COMMENTS (Public comments are an opportunity for citizens to voice concerns to the Board regarding ITEMS ON THE AGENDA ONLY. Public comments are not a public hearing and are typically a one way conversation from a citizen to the Board. Individual comments shall not exceed 3 minutes, with a total time limit of approximately 20 minutes. Unless part of a Public Hearing, handouts will not be accepted by the Village. Comments beyond 20 minutes will be moved to the end of the meeting at the discretion of the President.)
7. CONSENT AGENDA
 - a. Vouchers for Payment
 - b. Treasurer's Report
 - c. Plan Commission Report
 - d. Meeting Minutes:
 - i. Village Board, October 17, 2013
 - ii. Village Board, October 29, 2013
 - iii. Village Board, October 30, 2013
 - e. New Operator Licenses
 - f. Village Policies and Procedures
 - i. Resolution R2013-11-02: Park and Recreation Facility Use and Reservation Policy
8. DISCUSSION/ACTION ITEMS
 - a. Discussion/Action regarding Resolution R2013-11-03 a resolution authorizing entry into an intergovernmental cooperation agreement relating to the "Wisconsin Investment Series Cooperative" an authorizing participation in the investment programs of the fund
 - b. Discussion/Action regarding Ordinance 2013-11-1 an ordinance to create section 324-21 of the Village of Richfield Code of Ordinances related to temporary street closures
 - c. Discussion/Action regarding the potential purchase of plow and attachments for International patrol (snow plow) truck
 - d. Discussion/Action regarding the Preliminary Plat for Bark Lake Estates subdivision
 - e. Discussion/Action regarding a proposed Conditional Use Permit to operate a retail store at 3010 Helsan Drive Unit I (Tax Key: V10-0002-00A-001)
 - f. Discussion/Action regarding a proposed Conditional Use Permit to erect a solar panel array at 924 Oconobanks Drive (Tax Key: V10-0773-024)
 - g. Discussion regarding potential renewal and/or revision of Pioneer Road Use Agreement
9. PUBLIC COMMENTS (...continued)
10. CLOSED SESSION
 - a. Discussion /Action to enter into closed session pursuant to Section 19.85(1)(c) of the WI Stats., - Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility – Village Administrator
11. RECONVENE IN OPEN SESSION
 - a. Discussion/Action regarding matters addressed in closed session as outlined above.
12. ADJOURNMENT

Additional explanation of items on the agenda (Communication Forms) can be found on the village's website at www.richfieldwi.gov. Notification of this meeting has been posted in accordance with the Open Meeting Laws of the State of Wisconsin. It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above stated meeting to gather information; no action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to above in this notice. Requests from persons with disabilities who need assistance to participate in this meeting or hearing should be made to the Village Clerk's office at 628-2260 or www.richfieldwi.gov with as much advance notice as possible.



AFFIDAVIT OF POSTING

Pursuant to Sec. 985.02(2), Wis Stats., I, Caroline Fochs, being duly sworn, state as follows:

1. I am an adult resident of the State of Wisconsin, and I make this affidavit on personal knowledge.
2. I hereby certify that I posted a copy of the attached:

1) Architectural Review Board - Nov. 20, 2013
2) Village Board Agenda - Nov. 21, 2013

on October 15, 2013 (date), 9:00 am (time), at the Village posting locations, namely: on the outside bulletin board of the Village Hall located at 4128 Hubertus Road, Hubertus; on the outside bulletin board at the Hubertus Post Office located at 3695 Hubertus Road, Hubertus; on the outside bulletin board at the Richfield Post Office located at 1925 Hwy 175, Richfield; and on the outside bulletin board at the Colgate Post Office located at 3392 Hwy Q, Colgate.

Caroline Fochs
Signature

11-15-13
Date

Personally came before me this 15th day
of November, 2013.

Margaret M. Kunnells
Notary Public, State of Wisconsin
My commission expires 9/25/16

I also certify that notice of such meeting(s) were sent via email to the West Bend Daily News, the Germantown Express News, the Hartford Times Press, and the Milwaukee Journal Sentinel.

Signature

Date

I further certify that a copy has been posted to the Village website www.richfieldwi.gov.

Signature

Date

4a & 4b

**Reports will be
presented
at the meeting**

STATE OF WISCONSIN VILLAGE OF RICHFIELD WASHINGTON COUNTY

RESOLUTION R2013-11-1

**A RESOLUTION ADOPTING THE 2014 ANNUAL PROGRAM BUDGET AND
ESTABLISHING THE TAX LEVY**

WHEREAS, the Village of Richfield requires an annual budget appropriating monies to finance activities of the Village for the ensuing fiscal year; and

WHEREAS, the Village Board of Trustees have duly considered and discussed a budget for 2014 as proposed by the Village Administrator and Deputy Treasurer; and

WHEREAS, the Village Board of Trustees held a public hearing on the 2014 Annual Program Budget on November 21, 2013, as required by Wisconsin law; and

WHEREAS, the 2014 budget requires a tax levy to partially finance the appropriations.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Richfield, Wisconsin, that;

Budgeted revenue estimates and expenditure appropriations for the year 2014 for the Village's General Fund; Richfield Utility; Bark Lake Utility; Richfield Utility #2 are hereby adopted as set forth in the attachment titled "Notice of Public Hearing for the Village of Richfield" and established in detail in the 2014 budget document.

BE IT FURTHER RESOLVED, that the property tax levy required to finance the 2014 Budget is \$2,446,780.00

PASSED THIS 21th DAY OF NOVEMBER 2013, BY THE VILLAGE BOARD OF THE VILLAGE OF RICHFIELD, WASHINGTON COUNTY, WISCONSIN.

John Jeffords, Village President

Attest: Joshua Schoemann, Administrator/Clerk



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

7

MEETING DATE: November 21, 2013

SUBJECT: Consent Agenda

DATE SUBMITTED: November 13, 2013

SUBMITTED BY: Joshua Schoemann, Village Administrator

ISSUE SUMMARY:

Included for your review are the Vouchers for Payment, Treasurer's Report, Plan Commission Report, the Village Board Minutes from October 17, 2013, the Special Village Board Minutes from October 29, 2013, and September 30, 2013, new Operator Licenses and Resolution R2013-11-2: Park and Recreation Facility Use and Reservation Policy.

FISCAL IMPACT:

REVIEWED BY:

Ilana Korman
Village Deputy Treasurer

Initial Project Costs: None

Future Ongoing Costs: None

Physical Impact (on people/space): None

Residual or Support/Overhead/Fringe Costs: None

ATTACHMENTS:

1. Vouchers for Payment
2. Treasurer's Report
3. Plan Commission Report
4. Meeting Minutes
5. New Operator License List, Copy of Applications, Background Investigation Reports
6. Letter dated June 1, 2011 from Attorney Macy regarding denying Operator License
7. Resolution R2013-11-2

STAFF RECOMMENDATION:

Motion to approve the vouchers for payment, Treasurer's Report, Plan Commission Report, the Village Board Minutes, Resolution R2013-11-2, the Operators License for Dawn Morris and to deny the Operators License for Wendy Meese.

APPROVED FOR SUBMITTAL BY:

VILLAGE CLERK USE ONLY
BOARD ACTION TAKEN

CP
Village Staff Member

[Signature]
Village Administrator

Resolution No. _____
Ordinance No. _____
Approved _____
Other _____

Continued To: _____
Referred To: _____
Denied _____
File No. _____

					VILLAGE OF RICHFIELD		November-13	
					*NEED VOUCHER APPROVAL			
CHECK #	PO#	DATE			PAYEE	AMOUNT	COMMENTS	
					BATCH #1			
ACH		10/21/13			Village of Richfield P/R	17,676.68	BiWeekly Payroll	
EFTPS		10/21/13			Electronic Federal Tax Payment	6,962.89	Fica/Fed Tax	
ACH		10/21/13			Wisconsin Dept of Revenue	1,390.58	State Withholding Tax	
6394		10/21/13			Karrels Excavating LLC	3,500.00	Driveway in Nature Park (pd for by Historical Society)	
ACH		10/21/13			Postmaster	500.00	Postage for Meter	
6395-6431		10/21/13			October Payables		Approved at Oct 17 Board Meeting	
6432		10/22/13			Douglas S Cherkauer	51.06	Groundwater Monitoring Mileage	
6433		10/22/13			Washington County Treasurer	18.99	County Portion of Forest Cropland Aids	
6434		10/22/13			WI Dept of Justice	49.00	Criminal Investigations	
6435		10/22/13			Plumbing Inspectors Association	120.00	Continuing Education for Plumbing Inspector	
6436		10/22/13			Premium Waters Inc	33.99	Water Cooler/Water	
6437		10/22/13			UW Law School	33.00	WI Land Use and Planning Law	
6438		10/22/13			Alesci Homes	2,000.00	Road Bond Refund	
6439		10/22/13			Voss Insurance	94.65	Reimbursement for Halloween in Heritage Park	
6440		10/22/13			WE Energies	1,593.40	Heat/Electric Bills	
ACH		10/23/13			Employers Trust Funds	6,132.98	Retirement for Sept 2013	
6441		10/29/13			Postmaster	200.00	First Class Presort Fee	
6442		10/29/13			Top Leaf Development	2,000.00	Road Bond Refund	
6443		10/29/13			Professional Communication Systems	99.00	Repairs to Phone System	
6444		10/29/13			Aurora Health Care	48.00	Employee Testing	
6445		10/29/13			Crack Filling Service Corp	24,500.00	Crack Sealing Village Roads	
6446		10/29/13			State of Wisconsin	100.00	Inspection Fee for Pressure Vessels and Systems	
6447		10/29/13			Sterling Chalet	150.00	Room Rental for Comp Plan Meeting	
6448		10/29/13			Auxiant	1,739.10	Cobra for Building Inspector	
					TOTAL BATCH #1	68,993.32	Checks Written End of October 2013	
	PO#				BATCH #2			
ACH		11/1/13			United Health Care	8,974.05	Health Insurance for November 2013	
6449		11/1/13			Waste Management of Milwaukee	456.44	Waste Disposal	
6450		11/1/13			NorthShoreBank Leasing LLC	718.04	Leased Vehicles	

6451		11/1/13	BQ's Cleaning		1,068.00	Janitorial Services for (2) Months
6452		11/1/13	BIASEW		75.00	Annual Training for Building Inspector
6453			Voided Check			
6454		11/1/13	BIASEW		50.00	Annual Dues for Building Inspector
ACH		11/5/13	Village of Richfield P/R		16,681.99	BiWeekly Payroll
EFTPS		11/5/13	Electronic Federal Tax Payment		6,403.41	Fica/Fed Tax
ACH		11/5/13	Wisconsin Dept of Revenue		1,405.45	State Withholding Tax
ACH		11/5/13	Wisconsin Deferred Comp		225.00	457 Plan (payroll deduction)
ACH		11/6/13	Village of Richfield P/R		2,034.13	Monthly Payroll
EFTPS		11/6/13	Electronic Federal Tax Payment		557.72	Fica/Fed Tax
6455		11/5/13	Neu's Building Center		48.90	Hwy Dept Supplies
6456		11/5/13	Biglar Sports		590.00	Refund of Park Fees for Fall Ball (cancelled games)
6457		11/6/13	Equal Rights Division		45.00	Work Permits for Oct 2013
6458		11/8/13	WE Energies		2,199.32	Street Lighting
6459		11/8/13	US Cellular		360.98	Cell Phones
6460		11/8/13	Charter Communications		154.26	Broadband Connection
6461		11/9/13	A T & T		174.50	Phone Bill
			TOTAL BATCH #2		42,222.19	Checks Written Beginning of October 2013
	PO#		BATCH #3			
			Arenz, Molter, Macy, Riffle & Larson		12,746.75	Attorney Fees
			Associated Appraisal Consultants Inc		3,958.33	Assessor Fees
			Banyon Data Systems		1,590.00	Computer Support
2-13090			Batteries Plus		127.98	Drill Batteries
2-13092			Badger Logistics		956.99	Oil - Trans Fluid - Grease
			Cintas		457.26	Uniform Maintenance
1-13011			Competitive Mailing Solutions		61.70	Supplies for Postage Meter
			Conley Solutions		283.69	Legal Notices
			Digital Edge		1,403.97	Printing Services
2-13001			Falls Auto Parts		357.70	Truck Parts
2-13093			Heavy Equipment Specialist		2,678.74	Rebuild Differential on Truck #10
			GAI Consultants		1,378.50	Engineering Services
			General Code		495.00	Annual Maintenance
3-13024			Hallman Lindsay		263.23	Paint for Soccer Fields
			Houseman & Feind LLP		1,354.76	Attorney Fees
2-13061			Imperial Supplies		161.09	Hwy Dept Supplies

	2-13088		Lakeside International Trucks	509.14	Parts for Truck #6 and #12	
			Lannon Stone Products	245.00	Gravel	
	2-13089		MJ Auto Electric	75.00	Part for Truck #6	
			Hopson Oil LLC	5,856.31	Diesel/Gas	
	3-13023		Menards	375.90	Supplies for Parks	
				35,337.04		
			Office Copying Equipment	165.64	Copier Plan	
			Ontech Systems Inc	534.21	Computer Support	
			Piggly Wiggly	34.47	Grocery Items	
	3-13025		Pomp's Tire Service	49.26	Tires for Toro Mower	
			Port A John	397.00	Metro Rental	
	2-13084		Praxair	99.74	Tank of Stargon Gas for Welder	
	1-13002		Quill Corp	315.75	Office Supplies	
	3-13026		Reinders Inc	48.87	(2) Mower Tires	
			Richfield Vol Fire Dept	37,079.81	Contract	
	2-13094		Road Equipment Parts	184.69	Parts for Plow Trucks	
			Safety Mart MF Inc	42.22	Hwy Dept Hard Hats	
			Schmitt Sanitation LLC	85.00	Pump Holding Tank	
	2-13087		Standard Lifts and Equipment	894.50	Labor to Replace Lift Seals	
			Strategic Insights Inc	675.00	Capital Planning Software	
			Total Lawn Care	2,900.00	Fertilize Upper Soccer Fields	
			Washington County Sheriff	27,353.82	Contract	
			Wolf Bros Fuel Inc	131.97	Kerosene	
	2-13091		Zep Sales & Service	348.14	Redi-Grease and Zep Preserve	
			TOTAL BATCH #4	71,340.09		
			TOTAL	217,892.64		

VILLAGE OF RICHFIELD
Treasurer's Report for October 2013

HSB Checking Account	9/30/13	<u>\$ 809,154.34</u>
HSB Checking Account	10/31/13	<u>\$ 725,259.71</u>
FNB Entrepreneur Plus Account	10/31/13	<u>\$ 2,500.84</u>
FNB Platinum MMD Account	10/31/13	<u>\$ 497,990.89</u>

INTEREST EARNED IN OCTOBER 2013	Amount	Interest Rates
Hartford Savings Bank (Sweep Account)	\$ 174.44	0.25%
LGIP - General Fund	\$ 0.81	0.09%
LGIP - Park Impact Fees	\$ 2.97	0.09%
LGIP - Fire Impact Fees	\$ 11.17	0.09%
LGIP - Tax Account	\$ 53.88	0.09%
First National Bank Entrepreneur Account	\$ 0.11	0.09%
First National Bank MMDA Account	\$ 63.43	0.09%

Total Interest Earned \$ 306.81

CERTIFICATES OF DEPOSIT				Date Purchased	Expiration Date
First National Bank	12 Month	0.30%	\$ 250,378.22	3/3/13	3/3/14

**** All CD's are fully FDIC insured****

LOCAL GOVERNMENT INVESTMENT POOL			Interest Rates
..... LGIP	General Fund	\$ 10,752.23	0.09%
..... LGIP	Fire Impact Fees	\$ 153,853.93	0.09%
..... LGIP	Park Impact Fees	\$ 41,895.15	0.09%
.....LGIP	Tax Account	\$ 718,475.17	0.09%

LETTERS OF CREDIT/PERFORMANCE BONDS/DEVELOPER GUARANTEES

LETTERS OF CREDIT	EXPIRATION DATE
12/31/2012 Loggers Park LLC	\$ 50,000.00 12/31/2013
3/11/2013 Reflections Richfield Investments LLC	\$ 712,650.00 3/11/2014
3/11/2013 Reflections Richfield Investments LLC	\$ 150,000.00 3/11/2014

PERMIT PERFORMANCE BOND

10/10/2005 T-Mobile Central LLC
Wireless Communication Tower

\$ 25,000.00 N/A

VILLAGE OF RICHFIELD MEMO

DATE: 11/15/2013
TO: VILLAGE PRESIDENT JOHN JEFFORDS
CC: VILLAGE BOARD
FROM: JIM HEALY, ASSISTANT TO THE ADMINISTRATOR
RE: PLAN COMMISSION REPORT

Now that the Village Board will not be having an official meeting to coincide with the Plan Commission meetings on the 1st Thursday of every month, Village Staff will start to prepare a "Plan Commission Report" of information which was either heard by the Plan Commission or approved/denied. The exception to what would be included in this report would of course be any agenda item which was recommended for approval to this body. At the November meeting the following was recommended for approval to the Village Board:

- Discussion/Action regarding a proposed Conditional Use permit to erect a solar panel array at 924 Oconobanks Drive
- Discussion/Action regarding a proposed Conditional Use permit to operate a retail store at 3010 Helsan Drive, Unit I
- Discussion/Action regarding the Preliminary Plat for Bark Lake Estates subdivision

Discussion/Action:

Aside from the minutes which were approved without objection, the Village Plan Commission on November 7th considered two items on their agenda which did not ultimately get recommended to the Village Board. The first item was agenda item 6a, consideration regarding residential home plans for Lot 31 in Reflections Village. The proposed home received a favorable recommendation from the Architectural Review Board to the Plan Commission with only two minor conditions of approval. Kettle Creek Homes, which was the architect for the proposed home, made those revisions and it was approved by the Plan Commission without objection.

The second agenda item considered was discussion relative to the Comprehensive Plan Update that Staff has been working on over the last six (6) months. Staff presented Chapter 2 to the Plan Commission for review and comment at this meeting and a number of suggested changes, modifications, and edits were suggested by the Plan Commission. Village Staff will continue to work diligently on this plan with the ultimate goal of seeking final approval within the first quarter of 2014.

Village of Richfield
4128 Hubertus Road, Hubertus , WI
Village Board Meeting Minutes October 17, 2013
7:30 pm

Village Board

John Jeffords, Village President
Rock Brandner
Dan Neu
Sandy Voss
Bill Collins

Staff

Joshua Schoemann, Village Administrator
Jim Healy, Assistant to the Administrator

1. Call to Order/Roll Call

The meeting was called to order by Village President John Jeffords at 7:33 pm. A quorum of the Village Board was present. Present: Village President John Jeffords; Village Board of Trustees; Rock Brandner, Dan Neu, Sandy Voss, and Bill Collins.

Also present: Village Administrator Joshua Schoemann, and Assistant to the Administrator Jim Healy.

2. Verification of Compliance with Open Meeting Law

Administrator Schoemann verified that the meeting was posted per statute at three local post offices and the Village Hall. Digital copies of the agenda were sent to the West Bend Daily News, Germantown Express News, Hartford Times Press, and the Milwaukee Journal Sentinel.

3. Pledge of Allegiance

4. REPORT

a. Donation by Leila Schulteis of signage for Ralph Schulteis Memorial Trail

President Jeffords explained that Ralph Schulteis was many things to the Village including Town Chair and Plan Commission Chair. He was very involved in the community and helped shape Richfield into what it is today. His focus became the Parks, and he fought to expand and improve the park system.

Ralph passed away in August of 2009 and a trail in Heritage Park was dedicated to him. President Jeffords read a letter penned by Leila Schulteis regarding her quest to improve the sign. The new sign was then presented to Leila Schulteis.

Trustee Neu stated that Ralph was a pillar of the community. He served many years on the fire department and he thanked Leila for her support of Ralph.

b. Assessor Annual Report – Associated Appraisals

Administrator Schoemann explained that Dean Peters of Associated Appraisals was not able to attend the meeting, and his report will be given at the November Board meeting.

c. Economic Development Washington County (EDWC) Presentation

Administrator Schoemann introduced Deb Reinbold of the Economic Development Washington County. She gave an overview of the EDWC members and the role the EDWC plays in the development and support of area businesses.

5. PUBLIC COMMENTS

No one spoke.

6. CONSENT AGENDA

**Village of Richfield
4128 Hubertus Road, Hubertus , WI
Village Board Meeting Minutes October 17, 2013
7:30 pm**

- a. Vouchers for Payment**
- b. Treasurer's Report**
- c. Plan Commission Report**
- d. Meeting Minutes:**
 - i. Village Board, September 12, 2013**
 - ii. Village Board, September 16, 2013**
 - iii. Village Board, September 19, 2013**
- e. New Operator Licenses**

Motion by Trustee Neu to approve consent agenda as presented, seconded by Trustee Voss.

Administrator Schoemann explained that there was a slight change to the September 19, 2013 minutes, and the Board members have the revised copies in front of them.

Motion carried unanimously.

7. DISCUSSION/ACTION ITEMS

- a. Discussion/Action regarding the approval of a Certified Survey Map located at 1818 STH 175 (Tax Keys: V10-0337-00Z, V10-0281, V10-0336-00Z), Richard Adorjan II, Applicant**

Motion by Trustee Collins to deny the CSM for the property located at 1818 STH 175 (Tax Key: V10-0337-00Z, V10-0281, V10-0336-00Z), seconded by Trustee Brandner.

Assistant to the Administrator Healy explained that the reason for denial is that they would like to take three lots and condense them into two which would create a legal nonconforming lot.

Motion carried unanimously.

- b. Discussion/Action regarding a WI-DNR proposed amendment to Section 70.213, Flood Land District**

Motion by Trustee Voss to approve ordinance 2013-10-2, an ordinance to repeal and recreate Section 70.213 of the Village Code relating to the Floodplain District, seconded by Trustee Neu. Motion carried unanimously.

- c. Discussion/Action regarding a proposed amendment to the M-4, Industrial Park District's listed Conditional Uses- Indoor Shooting Ranges**

Motion by Trustee Brandner to approve ordinance 2013-10-1, an ordinance to create regulations for indoor shooting ranges in the M-4, Industrial Park District, seconded by Trustee Voss. Motion carried unanimously.

- d. Discussion/Action regarding Resolution R2013-10-1 a resolution adopting a Village of Richfield Street Sign Map**

Assistant to the Administrator Healy explained that the Village Code has a provision requiring such a map and Public Works Supervisor Mike Gauthier worked with Kunkel Engineering to create a street sign inventory. Mitch Leisses, Construction Manager and Gregg Mitchell, Civil Engineer of Kunkel Engineering explained that they coordinated the field work that captured the reflectivity of each sign, the height, the type of post used, the direction in which the sign faces, etc. and with that they created an official Village Map depicting each sign.

**Village of Richfield
4128 Hubertus Road, Hubertus , WI
Village Board Meeting Minutes October 17, 2013
7:30 pm**

Motion by Trustee Voss to adopt resolution 2013-10-1, a resolution to adopt the Village of Richfield's 'Official Street Map' pursuant to Section 351-4(B), seconded by Trustee Neu. Motion carried unanimously.

e. Discussion/Action regarding accept/reject low bid for Bark Lake Boat Launch project

Administrator Schoemann summarized where the Village is with this project.

Motion by Trustee Voss to approve the lowest and most responsive bid of Western Contractors Inc. at a not to exceed cost of \$196,049.25 for the construction of the Bark Lake Boat Launch with the following condition of approval.

1. All expenses will be funded by the two grant programs.
2. Staff will receive satisfactory written confirmation that such grants will cover any expected overages prior to executing a contract for this project.

seconded by Trustee Brandner. Motion carried 4-1 with Trustee Neu opposed.

f. Discussion regarding proposed ordinance concerning temporary street closures

Administrator Schoemann explained that staff has been looking at this for some time, and has worked through this ordinance amendment which assists staff in putting into place a plan of action when street closures are requested by residents. President Jeffords suggested that those entities that have requested closures in the past should be included in the discussion, and given a chance to review the ordinance prior to its passage.

No action taken.

g. Discussion/Action regarding procedure to be used to process excessive assessment claim for V10-0940 733 Amy Belle Lake Road, Nancy Maas, applicant

Administrator Schoemann summarized this issue, and the Board discussed their options.

Motion by Trustee Brandner to disallow the Excessive Assessment Claim by Nancy Maas regarding parcel V10-0940, 733 Amy Belle Lake Road, Hubertus, WI, seconded by Trustee Neu. Motion carried unanimously.

8. PUBLIC COMMENTS (...continued)

Gil Frank of 4156 Elmwood Road, Hubertus questioned why the Village donates \$6000/year to the EDWC? He spoke about development in Richfield, Germantown and Menomonee Falls.

9. CLOSED SESSION

- a. Discussion and possible action on a motion to go into closed session under Wis. Stats. 19.85(1) (g) conferring with legal counsel for the governing body who is rendering oral or written advice concerning strategy to be adopted by the governing body with respect to litigation in which it is or is likely to become involved. - Specifically regarding property at 3390 Mount Lane**

Administrator Schoemann explained to the Board that this issue has been resolved, and it will not be necessary to discuss in closed session.

- b. Discussion /Action to enter into closed session pursuant to Section 19.85(1)(c) of the WI Stats., - Considering employment, promotion, compensation or performance**

Village of Richfield
4128 Hubertus Road, Hubertus , WI
Village Board Meeting Minutes October 17, 2013
7:30 pm

evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility – Village Administrator, Deputy Treasurer, Building Inspector, Public Works Supervisor

President Jeffords read 9b aloud

Motion by Trustee Collins to enter into closed session pursuant to Section 19.85(1)(c) of the WI Stats., - Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility – Village Administrator, Deputy Treasurer, Building Inspector, Public Works Supervisor, seconded by Trustee Voss. Motion carried unanimously by roll call vote.

11. ADJOURNMENT

Motion by Trustee Brandner to adjourn the meeting at 10:05 pm, seconded by Trustee Voss. Motion carried unanimously.

Respectfully submitted,

Caroline Fochs, Deputy Clerk

Village of Richfield
4128 Hubertus Road, Hubertus , WI
Village Board Meeting Minutes October 29, 2013
7:00 pm

Village Board

John Jeffords, Village President
Rock Brandner
Dan Neu
Sandy Voss
Bill Collins

Staff

Joshua Schoemann, Village Administrator
Jim Healy, Assistant to the Administrator
Tim Schwecke, Village Planner

1. Call to Order/Roll Call

The meeting was called to order by Village President John Jeffords at 7:04 pm. A quorum of the Village Board was present. Present: Village President John Jeffords; Village Board of Trustees; Rock Brandner, Sandy Voss, Bill Collins, and Dan Neu.

Also present: Village Administrator Joshua Schoemann, Assistant to the Administrator Jim Healy and Village Planner Tim Schwecke.

2. Verification of Compliance with Open Meeting Law

Administrator Schoemann verified that the meeting was posted per statute at three local post offices and the Village Hall. Digital copies of the agenda were sent to the West Bend Daily News, Germantown Express News, Hartford Times Press, and the Milwaukee Journal Sentinel.

3. PUBLIC COMMENTS

4. DISCUSSION/ACTION

- a. **Overview of the Village's Comprehensive Planning Process**
- b. **Overview of the Village's 'Community Build-out Analysis'**
- c. **Discussion regarding potential land use alternative for the 'Northeast Corridor' of the Village**

The Board took questions and comments from the public, and had an extended discussion on the future of land use in the Village.

No action taken.

6. ADJOURNMENT

Motion by Trustee Brandner to adjourn the meeting at 9:42 pm, seconded by Trustee Voss. Motion carried unanimously.

Respectfully submitted,

Caroline Fochs, Deputy Clerk

Village of Richfield
4128 Hubertus Road, Hubertus , WI
Village Board Meeting Minutes October 30, 2013
7:30 pm

Village Board

John Jeffords, Village President
Rock Brandner
Dan Neu
Sandy Voss
Bill Collins

Staff

Joshua Schoemann, Village Administrator

1. Call to Order/Roll Call

The meeting was called to order by Village President John Jeffords at 7:34 pm. A quorum of the Village Board was present. Present: Village President John Jeffords; Village Board of Trustees; Rock Brandner, Sandy Voss, Bill Collins, and Dan Neu.

Also present: Village Administrator Joshua Schoemann.

2. Verification of Compliance with Open Meeting Law

Administrator Schoemann verified that the meeting was posted per statute at three local post offices and the Village Hall. Digital copies of the agenda were sent to the West Bend Daily News, Germantown Express News, Hartford Times Press, and the Milwaukee Journal Sentinel.

3. Pledge of Allegiance

4. CLOSED SESSION

- a. **Discussion/Action to enter into closed session pursuant to Section 19.85(1)(c) of the WI Stats., - Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility – Personnel, Village Administrator**

President Jeffords read 4a aloud.

Motion by Trustee Brandner to enter into closed session pursuant to Section 19.85(1)(c) of the WI Stats., - Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility – Personnel, Village Administrator, seconded by Trustee Collins. Motion carried by roll call vote.

5. RECONVENE INTO OPEN SESSION

- a. **Discussion/Action regarding matters addressed in closed session as outlined above.**

Motion by Trustee Neu to reconvene into open session, seconded by Trustee Voss. Motion carried unanimously by roll call vote.

No action taken.

6. ADJOURNMENT

Motion by Trustee Voss to adjourn the meeting at 8:48 pm, seconded by Trustee Neu. Motion carried unanimously.

Respectfully submitted,

Caroline Fochs, Deputy Clerk

November 21, 2013 Meeting

New Operator Licenses

Name	Place of Employment	Course or valid license	Recommendation
Dawn Morris	The Hairy Lemon	Course	Approve
Wendy Meese	EJ's Bark Lake	Course	Deny

LAW OFFICES OF
ARENZ, MOLTER, MACY & RIFFLE, S.C.

720 N. EAST AVENUE
P.O. BOX 1348 (53187-1348)
WAUKESHA, WI 53186
Telephone: (262) 548-1340
Facsimile: (262) 548-9211
Email: jmacy@ammr.net

DALE W. ARENZ
DONALD S. MOLTER, JR.
JOHN P. MACY
COURT COMMISSIONER
H. STANLEY RIFFLE
COURT COMMISSIONER
ERIC J. LARSON

RICK D. TRINDL
PAUL E. ALEXY
JULIE A. AQUAVIA
R. VALJON ANDERSON

June 1, 2011

Joshua Schoemann
Village Administrator/Clerk/Treasurer
Village of Richfield
4128 Hubertus Road
Hubertus, WI 53033

**Re: Village of Richfield
Operator Licensing Issues
Legal Considerations
Language for Village Board Communication Forms**

Dear Mr. Schoemann:

I received your request that I provide you a summarized version of the approval/denial considerations that apply to the Village Board's granting or denial of operator licenses. I have had an opportunity to carefully consider this matter.

Based upon my research I recommend that you provide the Village Board with the following short summary of the requirements:

- a. *The applicant must be at least 18 by the time of issuance.
(§125.04(5)(d)(2), Stats.)*
- b. *The applicant must not have been convicted of a felony or have committed multiple violations of laws that substantially relate to the licensing activity.
(§125.04(5)(a)(1) and (5)(b), Stats.)*
- c. *The applicant must have completed a responsible beverage server training course, subject to the following. Applicants are exempted from the training course requirement if they are renewing an existing operator's license, have completed the training course within the last two years, or have held a retail license, manager's or operator's license anywhere in the state within the last two years. (§125.17(6), Stats.)*

LAW OFFICES OF
ARENZ, MOLTER, MACY & RIFFLE, S.C.

Joshua Schoemann, Village Administrator/Clerk/Treasurer
June 1, 2011
Page 2

- d. *The Village Board must consider the financial responsibility of the applicant. (§6.02(H)(4)(b), Village Code.)*

- e. *The Village Board must consider the appropriateness of the location and the premises where the licensed business is to be conducted (§6.02(H)(4)(c), Village Code.) (Note: Although this is required by the Village Code, it will not be applicable in many cases, as operator's licenses are issued to persons, not premises, and therefore are not tied to particular businesses or locations.)*

This is not intended to be a complete or final statement regarding all of the laws that apply to these issues. As difficult issues arise we will need to consider these issues in more detail on a case-by-case basis. I hope that this provides a useful summary of the requirements, however. After you have an opportunity to review the recommendations described herein, please do not hesitate to contact me with any questions or concerns you may have in this regard.

Thank you for referring this matter to me. I was happy to be of service to the Village of Richfield in this regard.

Yours very truly,
ARENZ, MOLTER, MACY & RIFFLE, S.C.

John P. Macy

John P. Macy

JPM/bes

Y:\Richfield\Operator Licensing\js.ltr.06-01-11

STATE OF WISCONSIN

VILLAGE OF RICHFIELD

WASHINGTON COUNTY

RESOLUTION R2013-11-02

**A RESOLUTION TO ADOPT A PARK AND RECREATION FACILITY USE AND
RESERVATION POLICY**

WHEREAS, the Village Board of the Village of Richfield, Washington County, Wisconsin, has adopted a Park and Recreation Facility Use and Reservation Policy Amendment; and

WHEREAS, having such a policy amendment will ensure that proper procedures and practices are followed; and

WHEREAS, the Village believes having said policy amendment will improve the efficiency and effectiveness in which the organization operates as well as provide a guideline for the public to observe for the purpose of transparency.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Richfield, that the Park and Recreation Facility Use and Reservation Policy be approved as defined in the attached document and be effective upon passage and posting of this resolution.

PASSED THIS 21st DAY OF NOVEMBER, 2013, BY THE VILLAGE BOARD OF THE VILLAGE OF RICHFIELD, WASHINGTON COUNTY, WISCONSIN.

John Jeffords, Village President

Attest: Joshua Schoemann, Administrator/Clerk

Village of Richfield

Park and Recreation Facility Use Policy

1.0 PURPOSE:

The Village of Richfield's Village Hall facility is provided for use by Richfield citizens primarily for community-sponsored activities, for informational, educational, intellectual, or charitable activities. The following shall serve as a use and reservation policy for the parks within the Village of Richfield in order to ensure the environmental and aesthetic benefits of the system for current and future residents. The Village of Richfield reserves the right to cancel a reservation.

2.0 ORGANIZATIONS AFFECTED:

This policy shall apply to all Village of Richfield staff, elected/appointed officials, and the public.

3.0 POLICY:

It is the policy of the Village to enforce all guidelines dictated in this policy and in local ordinances regarding use of Village park and recreation facilities in the Village of Richfield.

4.0 GENERAL REQUIREMENTS AND GUIDELINES:

- 4.1 No individual, business, or entity shall be able to reserve and have exclusive use of any portion of a public park in the Village of Richfield without first submitting and receiving an approved application (provided by the Village Clerk's office). Any use of public park facilities by groups over 20 persons must also register with the Village Clerk's office no less than two weeks prior to the scheduled event.
- 4.2 No application will be considered by the Village unless it is completed in its entirety, signed by an authorized representative of the entity seeking use of the park, and has the accompanying fee (see below).

5.0 USE OF THE FACILITY:

In the event that more than one event or function is planned for the same facility on the same date, priority for functions other than Village uses shall be on a "first come, first serve" basis, except that for applications received on the same date, priority shall be in the order as shown below. Applications for use during a calendar year will first be received on January 1 of that year. Displaced groups shall be notified of scheduling conflicts as soon as possible.

- 5.1 Functions of Village government shall always take precedence in scheduling the use of Village facilities.
- 5.2 Activities under Village sponsorship and community sponsored organizations such as Boy/Girl Scouts, Richfield Historical Society, Lion/Lioness Clubs, etc.
- 5.3 Not for profit and educational organizations.
- 5.4 Residents of the Village of Richfield.

6.0 AVAILABILITY:

The Village parks are available from dawn until dusk.

7.0 SCHEDULING USE OF THE FACILITY:

Scheduling of the park and recreation facilities for events must be done during Village Hall business hours of 7:30 am and 4:00 pm and can be done by telephone, E-mail, or in person through the Office Assistant. The Village Park Commission, identified as Commission hereafter, shall have the ultimate authority for resolving any scheduling conflicts regarding the use and reservation of any park. Unless specifically authorized by the Village, on an event-by-event basis, the Village of Richfield will not insure sporting events or other uses of Village Parks. Depending on the use, applicants may be required, in the application process, to provide proof of general comprehensive liability insurance, naming the applicant as the insured in minimum amounts deemed necessary, reasonable, and appropriate by the Commission. The Commission may also require that the Village be named as an additional insured in any such policy. Applicants are further encouraged to seek all insurance necessary to insure any personal property brought to the park by applicants or as a result of park use. Approval for use may be granted once the responsible party has signed the Village Park and Recreation Facility Use Agreement, paid the applicable security deposit, and provided the required insurance certificate.

8.0 CHARGES FOR USE OF FACILITIES:

- 8.1 A reservation fee of \$40.00 as well as a \$50.00 deposit is required to reserve Village park shelters. The \$50.00 deposit will be returned if the park area is left in a clean condition. The refund will be made within 10 days after the event.
- 8.2 A reservation fee of \$115.00 is required for single games on Village baseball fields. Double-header games require a \$150.00 reservation fee and a fee of \$180.00 per field is required for full day events. A \$35.00 deposit is also required for each single game, double-header, and all day event. The \$35.00 deposit will be returned if the reserved fields are left in a clean condition. The refund will be made within 10 days after the event.
- 8.3 A reservation fee of \$25.00 as well as a \$25.00 deposit is required for all other park and open space areas (i.e. soccer fields, basketball courts, observation deck, etc.). The \$25.00 deposit will be returned if the reserved area is left in a clean condition. The refund will be made within 10 days after the event.

9.0 PROHIBITED USE OF THE FACILITY:

A list of prohibited acts can be found in Sec. 270(1-6) of the Richfield Village Ordinances.

10.0 FACILITY SPECIFIC POLICIES:

- 10.1 Heritage Park: Electricity is available at the concession building (southwest side of the park). Rental includes the picnic area around the concession building only.
- 10.2 Fireman's Park (Shelter): A separate request must be made to the Richfield Volunteer Fire Company at least two weeks prior to the event date requested. All cars must park in the designated parking lot located on the south end of the park. It is strictly forbidden to park vehicles behind the concession stand. The road leading to the concession stand is also restricted. Fireman's Park is a no carry-in facility. All drinks and food consumed by spectators must be purchased from the Fireman's Park Concession stand if it is open.

Picnic Policy: All beverages to be consumed at the picnic must be purchased from the concession stand and the Fire Department if it is open. If the picnic will include grilling of any items that are typically sold by the concession stand (i.e. hot dogs, bratwurst, hamburgers), these items must be purchased through the Richfield Volunteer Fire Company. A food request should be made while requesting the facilities in order to ensure availability when required. The picnic/pavilion area must be left in the same condition it was found.

11.0 RELEASE AND ACKNOWLEDGEMENT:

The applicant shall release the Village from any and all liability of any kind resulting from the applicant's use of the park, unless caused by the negligence or intentional act of the Village, its employees, agents, or representatives. Such release shall include, but not be limited to, personal injuries resulting from participation in events at the park, loss due to theft, or injuries and liability of any kind caused by the applicant, its coaches, agents, representative, and assigns.



VILLAGE OF RICHFIELD, WISCONSIN

PARK AND RECREATION FACILITY USE APPLICATION AND AGREEMENT
(Reservation & Deposit Fees Listed Below)

To the Clerk of the Village of Richfield, County of Washington, Wisconsin:

The undersigned hereby applies to use the below listed Village park and/or recreation facility. Having read and understanding the conditions of use and general rules of the facilities (see back) the undersigned agrees to comply with and indemnify and save harmless the Village of Richfield from liability which might be occasioned to said Village by virtue of granting reservation as per application.

The applicant agrees to comply with and be bound by all the laws, ordinances, rules, regulations, and penalties governing the business for which this license is applied for:

Organization/Group:							
Applicant:				Phone (H):		Phone (C):	
Address:				City:		Zip:	
Nature of Activity:							
If picnic, identify type: General <input type="checkbox"/> Company <input type="checkbox"/> Family Reunion <input type="checkbox"/> Church <input type="checkbox"/> Other <input type="checkbox"/>							
Day(s) / Date(s) Requested:				Time (include set-up & clean-up time): to			
Facility Requested (Check and identify all areas that will be used):							
Fireman's Park:		Richfield Nature Park:		Heritage Park:		Bark Lake Park:	
\$25.00	<input type="checkbox"/> Tennis Courts	\$25.00	<input type="checkbox"/> Observation Deck	See back	<input type="checkbox"/> Baseball Fields	\$25.00	<input type="checkbox"/> Playground
\$25.00	<input type="checkbox"/> Basketball Courts	\$40.00	<input type="checkbox"/> Shelter	\$25.00	<input type="checkbox"/> Soccer Fields	\$40.00	<input type="checkbox"/> Shelter
See back	<input type="checkbox"/> Baseball Fields	See back	<input type="checkbox"/> Other	\$25.00	<input type="checkbox"/> Playground	\$25.00	<input type="checkbox"/> Picnic Areas
\$25.00	<input type="checkbox"/> Volleyball Courts		(no electric)	\$40.00	<input type="checkbox"/> Shelter 1 (North)	See back	<input type="checkbox"/> Other
See back	<input type="checkbox"/> Other			\$40.00	<input type="checkbox"/> Shelter 2 (South)		
				See back	<input type="checkbox"/> Other		
Deposit Fees are as follows: Village Park Shelter: \$50.00 Baseball Field: \$35.00 All other park and open space: \$25.00 (Deposits shall be returned within 10 days after the event.)							
Specify "Other" areas:							
Please Check All That Apply: Profit <input type="checkbox"/> Non-Profit <input type="checkbox"/> Beverages Serves <input type="checkbox"/> Food Served <input type="checkbox"/>							
Estimated Attendance:		Adult:		Youth:			
I, the undersigned (representing the sponsor), have read the conditions of use and general rules of the Village regulating use of facilities (see back) and agree to comply with them and further agree to indemnify and save harmless the Village of Richfield from liability which might be occasioned to said Village by virtue of granting reservation as per application.							
Signature of Applicant:				Date:			

For Village Use Only

Insurance Needed: Yes <input type="checkbox"/> No <input type="checkbox"/>		Approval Granted: Yes <input type="checkbox"/> No <input type="checkbox"/>	
Key Issued to (If Applicable):		Signature:	
Date Issued:	Date Returned:	Date:	
Reservation Fee:	\$	Comments/Conditions:	
Deposit:	\$		
Key/Damage/Clean-up Fee:	\$	Date Inspected by DPW:	Initial:
Total:	\$	Date Deposit Returned:	Initial:
Received By:		Signature:	

Village of Richfield Park and Recreation Facility Use and Reservation Policy

1.0 PURPOSE:

The Village of Richfield's Village Hall facility is provided for use by Richfield citizens primarily for community-sponsored activities, for informational, educational, intellectual, or charitable activities. The following shall serve as a use and reservation policy for the parks within the Village of Richfield in order to ensure the environmental and aesthetic benefits of the system for current and future residents. The Village of Richfield reserves the right to cancel a reservation.

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VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

8a.

MEETING DATE: November 21, 2013

SUBJECT: Resolution R2013-11-03
DATE SUBMITTED: November 14, 2013
SUBMITTED BY: Joshua Schoemann, Village Administrator

POLICY QUESTION:

SHOULD THE VILLAGE BOARD APPROVE RESOLUTION R2013-11-03 AUTHORIZING PARTICIPATION IN "WISCONSIN INVESTMENT SERIES COOPERATIVE" (WISC)?

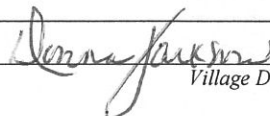
ISSUE SUMMARY:

At the June 20, 2013 meeting of the Village Board, the Board approved the attached amended Investment Policy. As part of this policy it is encouraged that we make efforts to diversify Village investments, both short and long term, to ensure the safe keeping of Village funds. In an effort to achieve this policy objective, and in keeping with the Village's goal and objective to "seek, develop and cultivate intergovernmental cooperation", Village Staff is proposing that the Village Board enter into an Intergovernmental Cooperation Agreement for the investment of Village funds.

To elaborate on this program, and the potential of this investment, Sara Schnoor from PMA Financial will join us tonight and will provide a report at the beginning of this agenda. PMA Financial is the contracted administrator of this Intergovernmental Agreement and the related investments. Sara will be presenting the details regarding this opportunity, as well as an analysis of the Village's specific cash-flow and subsequent opportunities to invest with WISC, or in other investments.

FISCAL IMPACT:

REVIEWED BY:



Village Deputy Treasurer

Initial Project Costs: N/A
Future Ongoing Costs: Administrative
Physical Impact (on people/space): N/A
Residual or Support/Overhead/Fringe Costs: Administrative

ATTACHMENTS:

1. Investment Policy
2. Resolution R2013-11-03
3. WISC Intergovernmental Cooperation Agreement

STAFF RECOMMENDATION:

Motion to approve Resolution R2013-11-03 a resolution authorizing entry into an intergovernmental cooperation agreement relating to the "Wisconsin Investment Series Cooperative" an authorizing participation in the investment programs of the fund.

APPROVED FOR SUBMITTAL BY:

VILLAGE CLERK USE ONLY
BOARD ACTION TAKEN


Village Staff Member


Village Administrator

Resolution No. _____
Ordinance No. _____
Approved _____
Other _____

Continued To: _____
Referred To: _____
Denied _____
File No. _____

Village of Richfield

Investment Policy

1.0 PURPOSE:

The purpose of these investment guidelines is to formalize the framework for the Village's daily investment activities to include scope, objectives, authority, standards of prudence, authorized institutions, investment type, collateralization and diversification. The guidelines are intended to allow the investment officer to function properly within the parameters of responsibility and authority, yet specific enough to adequately safeguard the investment assets.

2.0 SCOPE:

This Policy applies to all financial assets of The Village of Richfield under the direct management of the Investment Officer, with the following exceptions:

- 2.1 Funds set aside to decrease Village debt in conjunction with an advance refunding agreement will be invested in accordance with appropriate bond documents and not necessarily in compliance with this Policy.
- 2.2 Should bond covenants be more restrictive than this Policy, funds will be invested in full compliance with those restrictions.
- 2.3 Pooling of Funds - Except for cash in certain restricted and special funds, the Village may consolidate cash and reserve balances from all funds to maximize investment earnings and to increase efficiencies with regard to investment pricing, safekeeping and administration. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.
- 2.4 The financial assets covered by this Policy are accounted for in the Village's Comprehensive Annual Financial Report.

3.0 GENERAL OBJECTIVES:

The primary objectives, in order of priority, of all investment activities involving the financial assets of the Village of Richfield shall be the following:

- 3.1 **Safety:** Safety and preservation of principal in the overall portfolio is the foremost investment objective. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall

portfolio. The objective will be to mitigate credit risk and interest rate risk.

- 3.2 Liquidity: The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets (dynamic liquidity).
- 3.3 Return: The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of tertiary importance compared to the safety and liquidity objectives described above. The core of investments is limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall generally be held until maturity with the following exceptions:
 - 3.3.1 A security with declining credit may be sold early to minimize loss of principal.
 - 3.3.2 A security which would improve the quality, yield, or target duration in the portfolio.
 - 3.3.3 Liquidity needs of the Village require that the security be sold.
- 3.4 Local Considerations: Where possible, funds may be invested for the betterment of the local economy or that of local entities within the State. The Village may accept a proposal from an eligible institution which provides for a reduced rate of interest provided that such institution documents the use of deposited funds for local community development projects.

4.0 STANDARDS OF CARE:

- 4.1 Prudence: The standard of prudence to be used by investment officers shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this policy. The "prudent person" standard states that, "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the

probable safety of their capital as well as the probable income to be derived."

- 4.2 Ethics and Conflicts of Interest: Investment officers and their immediate family involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Investment officers and immediate family involved in the investment process shall disclose any material interests (Cash or Investments greater than \$100,000. Loans greater than \$250,000) in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Investment officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the Village. All disclosures should be made to the Village Board.
- 4.3 Delegation of Authority: Authority to manage the Village's investment program is derived from State of Wisconsin Statutes and Village ordinances. The Administrator/Treasurer or designee is the investment officer and is responsible for investment decisions and activities. The Administrator/Treasurer shall be responsible for all transactions undertaken, and shall establish investment procedures consistent with this policy, and a system of controls to regulate the activities of subordinate officials and employees.

5.0 AUTHORIZED INSTITUTIONS:

- 5.1 All financial institutions and broker/dealers who desire to become qualified for investment transactions must supply the following as applicable to the type of investment:
- 5.1.1 Proof of Financial Industry Regulatory Authority (FINRA) certification (not applicable to Certificate of Deposit counterparties)
 - 5.1.2 Proof of state registration
 - 5.1.3 Certification of having read and understood and agreeing to comply with the Village's investment policy
 - 5.1.4 Evidence of adequate insurance coverage (i.e. Securities Investor Protection Corporation (SPIC), Federal Deposit Insurance Corporation (FDIC), etc.)
- 5.2 The Investment Officer shall select and maintain a list of financial institutions authorized to be public depositories and/or provide investment

services. In addition, a list of approved security broker/dealers will be maintained. The Investment Officer shall qualify institutions by applying generally accepted industry standards (i.e. capital requirements, asset quality, earnings, liquidity, management, and local community development) using available public agency and private rating services as appropriate. An annual review of the financial condition and applicable certifications and/or registrations of all qualified institutions shall be conducted.

6.0 SAFEKEEPING:

6.1 Delivery vs. Payment

All trades of marketable securities will be executed by delivery vs. payment (DVP) to ensure that securities are deposited in an eligible financial institution prior to the release of funds.

6.2 Safekeeping

Securities will be held by a independent third party custodian selected by the Village as evidenced by safekeeping receipts in the Village's name. The safekeeping institution shall annually provide a copy of their most recent report on internal controls (Statement of Auditing Standards No. 70 (SAS70)).

7.0 SUITABLE AND AUTHORIZED INVESTMENTS:

7.1 Investment Types: The investment of Village funds shall be in accordance with Wisconsin statutes section 66.0603 (see excerpt attached as Exhibit A), further limited as follows:

7.1.1 Government Bonds and Securities

Village funds may be invested in United States government bonds or securities with maturities less than ten years from the date of investment. Such investment may also include securities of open-end management investment companies (as further defined in Wisconsin statutes), without limitation to maturity of the underlying investments in the investment portfolio,

7.1.2 Repurchase Agreements

Village funds may be invested in repurchase agreements with financial institutions approved as public depositories, provided that the underlying collateral consist of obligations of the United States Government, its agencies and instrumentalities and the Village of Richfield takes delivery of the collateral either directly or through an authorized custodian. The Village shall be informed of the specific collateral and investments in repurchase agreements shall be collateralized at 102% of the value of the Village's investment.

- 7.1.3 Direct obligations of a public depository insured by the Federal Deposit Insurance Corporation (FDIC)
Interest bearing savings or checking accounts, interest bearing certificates of deposit, interest bearing time deposits or any other similar investment constituting direct obligations of a public depository which is insured by the FDIC.
 - 7.1.4 Local Government Investment Pools
Local government investment pools, either administered by the State of Wisconsin or through joint powers statutes and other intergovernmental agreement legislation.
 - 7.1.5 Prohibited Investments: In addition to the limitations on investment types according to Wisconsin statutes, Village funds will not be invested in derivative type investments such as collateralized mortgage obligations. Certain types of such investments may qualify under state statute but are not deemed appropriate for use by the Village of Richfield.
- 7.2 Collateralization: All Village funds held in Village Depositories which are not held in investment securities registered in the name of the Village shall to the extent they exceed federal deposit insurance and state public deposit security fund coverage limits, be collateralized as provided in this section. Full collateralization will be required on all demand deposit accounts, including checking accounts and non-negotiable certificates of deposit. Where practicable, collateral shall be held by the Village or an independent third party custodian with whom the Village has a current custodian agreement. Where this is not practicable, verifiable evidence of specific pledged securities must be supplied to the Village.

8.0 INVESTMENT PARAMETERS

- 8.1 Diversification: It is the policy of the Village to diversify its investments to the best of its ability based on the types of funds invested and the cash flow needs of the Village.

The investment portfolio for the Village shall not exceed the following diversification limits unless specifically authorized by the Village Board:

- 8.1.1 No financial institution shall hold more than 40% of the Village's investment portfolio, exclusive of U.S. Treasury securities in safekeeping.
- 8.1.2 Monies deposited at a financial institution shall not exceed 25% of the capital stock and surplus of that institution.
- 8.1.3 Deposits in any one public investment pool shall not exceed 50% of the Village's investment portfolio.

- 8.2 Maximum Maturities: To the extent possible, the Village will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the Village will not directly invest in securities maturing more than five years from the date of purchase.

Reserved funds may be invested in securities exceeding five years if the maturity of such investments is made to coincide as nearly as practicable with the expected use of the funds. Any intent to invest in securities with longer maturities will be reported to the Village Board.

- 8.3 Performance Standards: The Village's cash management portfolio shall be designed with the objective of regularly meeting or exceeding the average return on three-month U.S. Treasury bills, the state investment pool or the average rate on Fed funds, whichever is higher. These indices are considered benchmarks for lower risk investment transactions and therefore comprise a minimum standard for the portfolio's rate of return. The investment program shall seek to augment returns above this threshold, consistent with risk limitations identified herein and prudent investment principles.

9.0 REPORTING

The Investment officer or designee shall submit a monthly investment report to the Village Board. The report shall summarize securities held, investment transactions that occurred during the reporting period, and shall discuss the current portfolio in terms of maturity, rates of return, and other features.

10.0 POLICY CONSIDERATIONS

- 10.1 Exemption: Any investment currently held that does not meet the guidelines of this Policy shall be exempted from the requirements of this investment policy. At maturity or liquidation, such monies shall be reinvested only as provided by this investment policy.

- 10.2 Adoption and Amendments: The Village's investment policy shall be adopted by resolution of the Village Board and will replace previous investment policies adopted by the Village Board.
- In the event that any state or federal legislation or regulation should further restrict instruments, institutions or procedures authorized by this Policy, such restrictions shall be deemed to be immediately incorporated in this Policy. If new legislation or regulation should liberalize the permitted instruments, institutions or procedures, such changes shall be

available and included in this Policy only after written notification to the Village Board and their subsequent approval of said changes.
The Investment officer shall review this Policy on as needed basis and the Village Board should approve any modifications made thereto.

11.0 LIST OF ATTACHMENTS

11.1 “Exhibit A” – Wis. Stats. 66.0603

RESOLUTION TO PARTICIPATE IN THE FUND

A RESOLUTION AUTHORIZING ENTRY INTO AN INTERGOVERNMENTAL COOPERATION AGREEMENT RELATING TO THE "WISCONSIN INVESTMENT SERIES COOPERATIVE" AND AUTHORIZING PARTICIPATION IN THE INVESTMENT PROGRAMS OF THE FUND

WHEREAS, Wisconsin school districts, technical college districts, cities, villages, counties and towns may invest their monies as authorized by Wisconsin Statutes, Section 66.0603 (1m); and

WHEREAS, Wisconsin Statutes, Section 66.0301 (the "Intergovernmental Cooperation Act") provides, among other things, that municipalities may contract with other municipalities for the joint exercise of any power or duty required or authorized by law, including investment of their monies; and

WHEREAS, the Wisconsin Investment Series Cooperative (formerly known as the Wisconsin School District Liquid Asset Fund) (the "Fund") was formed as of June 23, 1988 pursuant to the Intergovernmental Cooperation Act by the adoption of an Intergovernmental Cooperation Agreement relating to the Wisconsin School District Liquid Asset Fund by Oregon School District and Sheboygan Area School District, as the initial participants of the Fund, which Agreement was amended as of July 15, 1994 and July 12, 2002 (the "Intergovernmental Cooperation Agreement"); and

WHEREAS, the Fund is governed by the Wisconsin Investment Series Cooperative Commission (the "Commission") in accordance with the terms of the Intergovernmental Cooperation Agreement; and

WHEREAS, the Intergovernmental Cooperation Agreement has been presented to this governing body (the "Governing Body"); and

WHEREAS, the Intergovernmental Cooperation Agreement authorizes municipalities to adopt and enter into the Intergovernmental Cooperation Agreement and become participants of the Fund; and

WHEREAS, this Governing Body deems it to be advisable for this Municipality (the "Municipality") to adopt and enter into the Intergovernmental Cooperation Agreement and become a participant of the Fund for the purpose of exercising jointly with other municipalities the power to invest their monies, so as to enhance the investment earnings accruing to each; and

WHEREAS, this Governing Body deems it to be advisable for this Municipality to make use from time to time, in the discretion of the officials of the Municipality identified in Section 2 of this Resolution, of the Fixed Rate Investment Program available to participants of the Fund; and

WHEREAS, this Governing Body deems it advisable for this Municipality to make use of, from time to time, the services provided by PMA Financial Network, Inc., PMA Securities, Inc., U. S. Bank National Association, and/or their affiliates and successors, in connection with the Municipality's utilization of the Fund.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. This Municipality shall join with other Wisconsin municipalities in accordance with the Intergovernmental Cooperation Act by becoming a participant of the Fund and adopting and entering into the Intergovernmental Cooperation Agreement. A copy of the Intergovernmental Cooperation Agreement shall be filed in the minutes of the meeting at which this Resolution was adopted. The President (Chairperson) (Mayor) and the Clerk (Secretary) are authorized to take such actions and execute any and all such documents as they may deem necessary and appropriate to effectuate the entry of this Municipality into the Intergovernmental Cooperation Agreement and to utilize Fund programs through PMA Financial Network, Inc., PMA Securities, Inc. U. S. Bank National Association, and/or their affiliates and successors.

Section 2. This Municipality is authorized to invest its available monies from time to time and to withdraw such monies from time to time in accordance with the provisions of the Intergovernmental Cooperation Agreement, including investment in the fixed-income program of the Fund through the intermediaries PMA Financial Network, Inc. and PMA Securities, Inc. The following officers and officials of this Municipality and their respective successors in office each are designated as "Authorized Officials" with full power and authority to effectuate the investment and withdrawal of monies of this Municipality from time to time in accordance with the Intergovernmental Cooperation Agreement and pursuant to the Fixed Rate Investment Program available to participants of the Fund: (List the name(s) and title(s) of the officer(s) and official(s) who will be authorized to invest and withdraw monies in and from the Fund and pursuant to the Fixed Rate Investment Program. You may have any number of Authorized Officials; attach an additional list if necessary.)

Name: _____ Position: _____ Signature: _____

Name: _____ Position: _____ Signature: _____

Name: _____ Position: _____ Signature: _____

Name: _____ Position: _____ Signature: _____

The Clerk (Secretary) shall advise the Commission of any changes in Authorized Officials in accordance with procedures established by the Commission.

Section 3. Members of this Governing Body and officials of this Municipality are authorized to serve as Commissioners of the Commission from time to time if selected as such pursuant to the provisions of the Intergovernmental Cooperation Agreement.

Section 4. This Municipality may open depository accounts, enter into wire transfer agreements, safekeeping agreements, and lockbox agreements, or other applicable or related documents with U. S. Bank National Association, and any other institutions participating in the Fund programs or programs of PMA Financial Network, Inc. and PMA Securities, Inc., pursuant to Wisconsin Statutes, Section 34.05, Wisconsin Statutes, Section 120.12(7) (if applicable) and, when directed by one of the Authorized Officials, Wisconsin Statutes, Section 66.0603. PMA Financial Network, Inc. and/or PMA Securities, Inc. are authorized to act on behalf of this Municipality as its agent with respect to such accounts and agreements.

Section 5. Credit unions, banks, savings banks, trust companies and savings and loan associations authorized to transact business in the State of Wisconsin which qualify as depositories under Wisconsin law and are included on a list approved and maintained for such purpose by the Administrator of the Fund are designated as depositories of this Municipality pursuant to Wisconsin Statutes, Section 120.12(7) (if applicable) and Wisconsin Statutes, Section 34.05. Monies of this Municipality may be deposited in such depositories, from time to time in the discretion of the Authorized Officials, pursuant to the Fixed Rate Investment Program available to participants of the Fund through the intermediary PMA Financial Network, Inc.

It is hereby certified that *(insert name of the Municipality)*

_____ duly adopted the Model Resolution at a duly convened meeting of the Governing Body of the Municipality held on the _____ day of _____, 20____, and that such Resolution is in full force and effect on this date, and that such Resolution has not been modified, amended, or rescinded since its adoption.

Signature of Clerk (Secretary)

Date

It is only necessary to adopt this resolution for the first account (master account) opened by your entity.

Attach original signed Resolution to Master Account Application and mail to:
PMA Financial Network, Inc. • 2135 CityGate Lane, 7th Floor • Naperville, IL 60563
Toll-Free 800.783.4273 • Fax: 630.718.8701

INTERGOVERNMENTAL COOPERATION AGREEMENT
RELATING TO THE WISCONSIN
INVESTMENT SERIES COOPERATIVE

as amended as of April 23, 2010

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THIS INTERGOVERNMENTAL COOPERATION AGREEMENT made as of the 1st day of June, 1988, by Oregon School District and Sheboygan Area School District as the Initial Participants, amended as of July 15, 1994, July 18, 2008, and July 17, 2009, and further amended as of April 23, 2010.

W I T N E S S E T H:

WHEREAS, Wisconsin Statutes, Section 66.0301 (the "Intergovernmental Cooperation Act") provides, among other things, that municipalities may contract with other municipalities for the joint exercise of any power or duty required or authorized by law; and

WHEREAS, the Initial Participants entered into this Intergovernmental Cooperation Agreement (the "Agreement") in order to jointly exercise of their power to invest school district funds, under the provisions of the Intergovernmental Cooperation Act, for the purpose of combining the respective available investment funds not currently needed so as to enhance the investment opportunities available to them and increase the investment earnings accruing to them; and

WHEREAS, this Agreement was entered into by the Initial Participants pursuant to the Intergovernmental Cooperation Act for the purpose of better exercising the Participants' power to invest their respective funds in accordance with the Laws of the State of Wisconsin; and

WHEREAS, the School Board of each of the Initial Participants duly adopted a resolution authorizing the applicable Initial Participant to become a party to, and approved, this Agreement pursuant to the Intergovernmental Cooperation Act; and

WHEREAS, the School Board of each of the Initial Participants, by its approval of this Agreement, authorized the investment of funds of such Initial Participant in investments of the nature permitted by Wisconsin Law, as applicable, and in the manner contemplated by this Agreement; and

WHEREAS, to facilitate the joint exercise of the power of the Initial Participants to invest school district funds, it was provided that such funds were to be held in a fund originally named the Wisconsin School District Liquid Asset Fund (the "Fund") managed in accordance with the terms of this Agreement by a commission (the "Commission") established under this Agreement, pursuant to the Intergovernmental Cooperation Act; and

WHEREAS, the beneficial interest in the Fund's assets is divided into non-transferable shares of beneficial interest, which are evidenced by a share register maintained by the Commission or its agent; and

WHEREAS, since the approval of this Agreement by the Initial Participants, other School Districts of the State of Wisconsin have become Participants by adopting this Agreement

and thus becoming parties to it and it has been determined to be advantageous to allow other Wisconsin municipalities to become parties to this Agreement and to participate in the Fund;

NOW, THEREFORE, it is hereby declared that all moneys, assets, securities, funds and property now or hereafter acquired by the Commission under this Agreement shall be held and managed for the equal and proportionate benefit of the holders of record from time to time of shares of beneficial interest the Fund, without privilege, priority or distinction among such holders, and subject to the terms, covenants, conditions, purposes and provisions hereof.

ARTICLE I

The Fund and the Commission

1.1 Name of the Fund and the Commission. The fund created by this Agreement, which was originally known as the Wisconsin School District Liquid Asset Fund, shall be named the "Wisconsin Investment Series Cooperative" (the "Fund"). The Fund shall be governed in accordance with the terms of this Agreement by a commission to be known as the "Wisconsin Investment Series Cooperative Commission" (the "Commission"), which shall consist of Commissioners selected in accordance with Article IX of this Agreement. So far as may be practicable, the Commissioners shall conduct the activities of the Fund and the Commission, execute all documents and sue or be sued under the name of the Commission, which name (and the word "Commission" wherever used in this Agreement, except where the context otherwise requires) shall refer to the Commissioners in their capacity as Commissioners, and not individually or personally, and shall not refer to the officers, agents, employees, counsel, advisers, consultants, accountants of the Commission or the Participants of the Fund. Should the Commissioners determine that the use of such names for either the Fund or the Commission is not practicable, legal or convenient, they may use such other designation or they may adopt such other name for the Fund or the Commission as they deem proper, and the Commission may hold property and conduct its activities under such designation or name. The Commissioners shall take such action as they, acting with the advice of counsel, shall deem necessary or appropriate to file or register such names in accordance with the Laws of the State of Wisconsin or the United States of America so as to protect and reserve the right of the Commission and the Fund in and to such names.

1.2 Purpose; Only Certain Wisconsin Municipalities to be Participants.

(a) The purpose of the Commission and the Fund is to provide a mechanism through which Municipalities organized under the Laws of the State of Wisconsin may jointly and cooperatively exercise their power to invest their respective available funds so as to enhance their investment opportunities pursuant to an investment program conducted in accordance with the Laws of the State of Wisconsin, from time to time in effect, governing the investment of municipal funds. Only Municipalities organized under the Laws of the State of Wisconsin may become Participants. A Municipality may become a party to this Agreement and may place moneys in the Fund only after its Governing Body has duly adopted a resolution, or

taken other applicable official action, authorizing such Municipality to become a Participant of the Fund and adopting this Agreement.

(b) It is not necessary for a Municipality to place any funds in the Fund to become a Participant, and no minimum investment balance must be maintained by a Municipality which has become a Participant in order for such Municipality to continue to be a Participant.

1.3 Location. The Commission shall maintain an office of record in the State of Wisconsin and may maintain such other offices or places of business as the Commissioners may from time to time determine. The initial office of record shall be the office of Lawdock, Inc., 411 East Wisconsin Avenue, Milwaukee, Wisconsin, 53202. The office of record may be changed from time to time by resolution of the Commissioners, and notice of such change of the office of record shall be given to each Participant.

1.4 Nature of the Fund, the Commission and this Agreement.

(a) The Commission shall be a commission created by this Agreement pursuant to the Intergovernmental Cooperation Act. The Commission is not intended to be, shall not be deemed to be, and shall not be treated as, a general partnership, limited partnership, joint venture, corporation, investment company, joint stock association, joint stock company or common law trust.

(b) The relationship of the Participants to the Commission shall be solely in their capacity as Participants in accordance with the rights conferred upon them hereunder.

(c) This Agreement is an agreement of indefinite term regarding the joint or cooperative exercise of a power common to the parties thereto pursuant to the Intergovernmental Cooperation Act.

1.5 Definitions. As used in this Agreement, the following terms shall have the following meanings unless the context hereof otherwise requires:

“Administrator” shall mean any Person or Persons appointed, employed or contracted with by the Commission under the applicable provisions of Section 3.1 hereof.

“Administration Agreement” shall mean the agreement with the Administrator referred to in Section 3.3 hereof as the same may be amended from time to time.

“Adviser” shall mean any Person or Persons appointed, employed or contracted with by the Commission under the applicable provisions of Section 3.1 hereof.

“Affiliate” shall mean, with respect to any Person, another Person directly or indirectly controlling, controlled by or under common control with such Person, or any officer, director, partner or employee of such Person.

“Agreement” shall mean this Agreement as amended, restated or modified from time to time. References in this Agreement to “Agreement”, “hereof”, “herein”, “hereby” and “hereunder” shall be deemed to refer to the Agreement and shall not be limited to the particular text, article or section in which such words appear.

“Commission” or “Commissioners” shall mean the Persons selected to manage the Fund pursuant to Article IX hereof.

“Custodian” shall mean any Person or Persons appointed, employed or contracted with by the Commission under the applicable provisions of Article XI hereof.

“Custodian Agreement” shall mean the agreement with the Custodian referred to in Section 11.1 hereof as the same may be amended from time to time.

“Employee of a Municipality” or “Municipal Employee” shall mean the chief executive or administrative officer of a Municipality or an official or managerial employee of the Municipality charged with responsibility for financial matters and, in the case of a School District, a school superintendent, a school business official or other managerial employee of a School District charged with responsibility for school finance.

“Fund” shall mean the Wisconsin Investment Series Cooperative.

“Fund Property” shall mean, as of any particular time, any and all property, real, personal or otherwise, tangible or intangible, which is transferred, conveyed or paid to the Fund or the Commission and all income, profits and gains therefrom and which, at such time, is owned or held by, or for the account of, the Fund or the Commission.

“Governing Body” shall mean the governing body of a Municipality.

“Information Statement” shall mean the information statement or other descriptive document or documents adopted as such by the Commission and distributed by the Commission to Participants and potential Participants of the Fund as the same may be amended by the Commission from time to time.

“Initial Participants” shall mean Oregon School District and Sheboygan Area School District which School Districts initially formed the Commission and the Fund by the execution and adoption of this Agreement.

“Intergovernmental Cooperation Act” shall mean Wisconsin Statutes, Section 66.0301.

“Investment Advisory Agreement” shall mean the agreement with the Adviser referred to in Section 3.2 hereof as the same may be amended from time to time.

“Investment Pool Information Certificate” shall mean a statement of the rights, privileges, obligations and other pertinent information with respect to a Portfolio established by the Commissioners pursuant to Paragraph (b) of Section 6.1 hereof.

“Laws” shall mean common law and all ordinances, statutes, rules, regulations, orders, injunctions, decisions, opinions or decrees of any government or political subdivision or agency thereof, or any court or similar entity established by any thereof.

“Municipality” shall mean any School District, village, city, county, town or other governmental entity described in Wisconsin Statutes, Section 66.0301(1)(a) which is organized under the laws of the State of Wisconsin and is authorized to invest its funds in the Permitted Investments described in this Agreement, except for cities of the 1st class, 1st class city school districts and counties with a population of over 500,000.

“Participants” shall mean the Initial Participants and the Municipalities which adopt this Agreement pursuant to Section 14.6 hereof.

“Permitted Investments” shall mean the investments referred to in Paragraph (b) of Section 2.2 hereof.

“Person” shall mean and include individuals, corporations, limited partnerships, general partnerships, joint stock companies or associations, joint ventures, associations, companies, trusts, banks, trust companies, land trusts, business trusts or other entities (whether or not legal entities) and governments and agencies and political subdivisions thereof.

“Portfolio” shall mean one of the pools of funds established hereunder by the Commissioners pursuant to Article VI hereof and invested in Permitted Investments for either an indeterminate or a fixed period of time.

“Responsible Person” means a Person with which the Commission is authorized to enter into agreements pursuant to Section 2.2 (b)(iv) hereof.

“School Districts” shall mean common school districts, union high school districts, unified school districts and technical college districts organized under the Laws of the State of Wisconsin.

“Share” shall mean the unit used to denominate and measure the respective pro rata beneficial interests of the Participants in the Fund Property (or any Portfolio of the Fund) as described in Article VI.

“Share Register” shall mean the register of Shares maintained pursuant to Article VII hereof.

“State” means the State of Wisconsin.

ARTICLE II

Powers of the Commission

2.1 General. Subject to the rights of the Participants as provided herein, the Commission shall have, without other or further authorization, full, exclusive and absolute power, control and authority over the Fund Property and over the affairs of the Fund to the same extent as if the Commission was the sole and absolute owner of the Fund Property in its own right, and with such powers of delegation as may be permitted by this Agreement. The Commission may do and perform such acts and things as in its sole judgment and discretion are necessary and proper for conducting the affairs of the Fund or promoting the interests of the Fund and the Participants. The enumeration of any specific power or authority herein shall not be construed as limiting the aforesaid general power or authority or any specific power or authority. The Commission may exercise any power authorized and granted to it by this Agreement. Such powers of the Commission may be exercised without the necessity of any order of, or resort to, any court.

2.2 Permitted Investments. The Commission shall have full and complete power, subject in all respects to Article IV hereof,

(a) to conduct, operate and provide an investment program for the Participants; and

(b) for such consideration as it may deem proper and as may be required by Law, to subscribe for, invest in, reinvest in, purchase or otherwise acquire, hold, sell, assign, transfer, exchange, distribute or otherwise deal in or dispose of investment instruments permitted by Law for the investment of moneys of Municipalities ("Permitted Investments"). As of the date hereof, Permitted Investments consist of the following:

(i) Time deposits in any credit union, bank, savings bank, trust company or savings and loan association which is authorized to transact business in the State if the time deposits mature in not more than three years.

(ii) Bonds or securities issued or guaranteed as to principal and interest by the federal government, or by a commission, board or other instrumentality of the federal government.

(iii) Bonds or securities of any county, city, drainage district, technical college district, village, town or school district of the State.

(iv) Repurchase agreements described in Wisconsin Statutes, Section 66.0603(1m)(d). Such repurchase agreements are financial transactions in which (1) a public depository, as defined in Wisconsin Statutes, Section 34.01(5), agrees to repay funds advanced to it plus interest and (2) the agreement to repay the funds is secured by bonds or securities issued or guaranteed as to principal and interest by the federal government.

(v) Any security which matures or which may be tendered for purchase at the option of the holder within not more than 7 years of the date on which it is acquired, if that security has a rating which is the highest or 2nd highest rating category assigned by Standard & Poor's corporation, Moody's investors service or other similar nationally recognized rating agency or if that security is senior to, or on a parity with, a security of the same issuer which has such a rating.

(vi) Investments which Municipalities are authorized to make pursuant to Chapter 219 of the Wisconsin Statutes.

(vii) Securities of an open-end management investment company or investment trust described in Wisconsin Statutes, Section 66.0603(1m)(a)5. Such securities are securities of an open-end management investment company or investment trust, if the investment company or investment trust does not charge a sales load, if the investment company or investment trust is registered under the investment company act of 1940, 15 USC 80a-1 to 80a-64, and if the portfolio of the investment company or investment trust is limited to the following:

(1) Bonds and securities issued by the federal government or a commission, board or other instrumentality of the federal government.

(2) Bonds that are guaranteed as to principal and interest by the federal government or a commission, board or other instrumentality of the federal government.

(3) Repurchase agreements that are fully collateralized by bonds or securities under (1) or (2) above.

In the exercise of its powers, the Commission shall not be limited, except as otherwise provided hereunder, to investing in Permitted Investments maturing before the possible termination of the Fund. Except as otherwise provided in this Agreement, the Commission shall not be limited by any Law now or hereafter in effect limiting the investments which may be held or retained by trustees or other fiduciaries, and it shall have full authority and power to make any and all Permitted Investments within the limitations of this Agreement, that it, in its absolute discretion, shall determine to be advisable and appropriate. The Commissioners shall have no liability for loss with respect to Permitted Investments made within the terms of this Agreement, even though such investments shall be of a character or in an amount not considered proper for the investment of trust funds by trustees or other fiduciaries. The Commission shall be permitted only to make Permitted Investments in accordance with Article IV of this Agreement.

2.3 Legal Title.

(a) Legal title to all of the Fund Property shall be vested in the Commission on behalf of the Participants and be held by and transferred to the Commission, except that the Commission shall have full and complete power to cause legal title to any Fund Property to be held, on behalf of the Participants, by or in the name of the Commission, or in the

name of any other Person as nominee, on such terms, in such manner, and with such powers as the Commissioners may determine, so long as in their judgment the interest of the Fund is adequately protected.

(b) No Commissioner shall have any right, title or interest in or to any of the Fund Property, except in his or her capacity as a Commissioner.

2.4 Disposition of Assets. Subject in all respects to Article IV hereof and to the Laws from time to time applicable to Municipalities of the State of Wisconsin, the Commission shall have full and complete power to sell, exchange or otherwise dispose of any and all Fund Property free and clear of any and all trusts and restrictions, at public or private sale, for cash or on terms, with or without advertisement, and subject to such restrictions, stipulations, agreements and reservations as they shall deem proper, and to execute and deliver any deed, power, assignment, bill of sale, or other instrument in connection with the foregoing. The Commission shall also have full and complete power, subject in all respects to Article IV hereof, and in furtherance of the affairs and purposes of the Fund, to give consents and make contracts relating to Fund Property or its use.

2.5 Taxes. The Commission shall have full and complete power: (i) to pay all taxes or assessments, of whatever kind or nature, validly and lawfully imposed upon or against the Fund or the Commission in connection with the Fund Property or upon or against the Fund Property or income or any part thereof; (ii) to settle and compromise disputed tax liabilities; and (iii) for the foregoing purposes to make such returns and do all such other acts and things as may be deemed by the Commission to be necessary or desirable.

2.6 Rights as Holders of Fund Property. The Commission shall have full and complete power to exercise on behalf of the Participants all of the rights, powers and privileges appertaining to the ownership of all or any Permitted Investments or other property forming part of the Fund Property to the same extent that any individual might, and, without limiting the generality of the foregoing, to vote or give any consent, request or notice or waive any notice either in person or by proxy or power of attorney, with or without the power of substitution, to one or more Persons, which proxies and powers of attorney may be for meetings or actions generally, or for any particular meeting or action, and may include the exercise of discretionary powers.

2.7 Delegation; Committees. The Commission shall have full and complete power (consistent with its continuing exclusive authority over the management of the Fund, the conduct of its affairs, the duties and obligations of the Commissioners as Commissioners, and the management and disposition of Fund Property), to delegate from time to time to such one or more Commissioners (who may be designated as constituting a committee of the Commissioners as provided in Section 9.9 hereof) or to officers, employees or agents of the Commission (including, without limitation, the Administrator, the Adviser and the Custodian) the doing of such acts and things and the execution of such instruments either in the name of the Fund, or the name of the Commission or as its attorney or attorneys, or otherwise as the Commission may from time to time deem expedient and appropriate in the furtherance of the business affairs and purposes of the Fund.

2.8 Collection. The Commission shall have full and complete power: (i) to collect, sue for, receive and receipt for all sums of money or other property due to the Commission or the Fund; (ii) to consent to extensions of the time for payment, or to the renewal of any securities, investments or obligations; (iii) to engage or intervene in, prosecute, defend, compromise, abandon or adjust by arbitration or otherwise any actions, suits, proceedings, disputes, claims, demands or things relating to the Fund Property; (iv) to foreclose any collateral, security or instrument securing any investments, notes, bills, bonds, obligations or contracts by virtue of which any sums of money are owed to the Commission or the Fund; (v) to exercise any power of sale held by it, and to convey good title thereunder free of any and all trusts, and in connection with any such foreclosure or sale, to purchase or otherwise acquire title to any property; (vi) to be a party to reorganization and to transfer to and deposit with any corporation, committee, voting trustee or other Person any securities, investments or obligations of any person which form a part of the Fund Property, for the purpose of such reorganization or otherwise; (vii) to participate in any arrangement for enforcing or protecting the interests of the Commission as the owner or holder of such securities, investments or obligations and to pay any assessment levied in connection with such reorganization or arrangement; (viii) to extend the time (with or without security) for the payment or delivery of any debts or property and to execute and enter into releases, agreements and other instruments; and (ix) to pay or satisfy any debts or claims upon any evidence that the Commissioners shall deem sufficient.

2.9 Payment of Expenses. The Commission shall have full and complete power: (i) to incur and pay any charges or expenses which in the opinion of the Commissioners are necessary or incidental to or proper for carrying out any of the purposes of this Agreement; (ii) to reimburse others for the payment therefor; and (iii) to pay appropriate compensation or fees from the funds of the Fund to Persons with whom the Commission has contracted or transacted business. The Commissioners shall fix the compensation, if any, of all officers and employees of the Commission. The Commissioners shall not be paid compensation for their general services as Commissioners hereunder. The Commissioners may reimburse themselves or any one or more of themselves or any other Person for expenses reasonably incurred by any of them on behalf of the Commission or the Fund. The Commission may allocate such expenses among various Portfolios in such manner and proportion as appropriate in the discretion of the Commission.

2.10 Borrowing and Indebtedness. The Commission shall not have the power to borrow money or incur indebtedness on behalf of the Fund, or authorize the Fund to borrow money or incur indebtedness, except as provided in clause (iv) of Section 4.2 of this Agreement, but only if and to the extent permitted by Law.

2.11 Deposits. The Commission shall have full and complete power to deposit, in such manner as may now or hereafter be permitted by Law, any moneys or funds included in the Fund Property, and intended to be used for the payment of expenses of the Fund or the Commission, with any credit union, bank, savings bank, trust company or savings and loan association which is authorized to transact business in the State. Such deposits are to be subject to withdrawal in such manner as the Commission may determine, and the Commissioners shall have no responsibility for any loss which may occur by reason of the failure of the credit union, bank, savings bank, trust company or savings and loan association with which the moneys,

investments, or securities have been deposited. Each such credit union, bank, savings bank, trust company and savings and loan association shall comply, with respect to such deposits, with all applicable requirements of all applicable Laws, including, but not limited to, Laws of the State relating to Municipalities.

2.12 Valuation. The Commission shall have full and complete power to determine in good faith conclusively the value of any of the Fund Property and to revalue the Fund Property.

2.13 Fiscal Year; Accounts. The Commission shall have full and complete power to determine the fiscal year of the Fund and the method of form in which its accounts shall be kept and from time to time to change the fiscal year or method or form of accounts. Unless otherwise determined by the Commission pursuant to this Section 2.13, the fiscal year of the Fund shall terminate on March 31 and commence on April 1 of each calendar year. The Commission may establish different fiscal years for the various Portfolios as appropriate in the discretion of the Commission.

2.14 Concerning the Commission and Certain Affiliates.

(a) The Commission may enter into transactions with any Affiliate of the Commission or of the Adviser, the Administrator, or the Custodian or of any Commissioner, officer, director or employee of the Fund or with any Affiliate of an agent of the Commission or of the Adviser, the Administrator, or the Custodian if (i) each such transaction (or type of transaction) has, after disclosure of such affiliation, been approved or ratified by the affirmative vote of a majority of the Commissioners, including a majority of the Commissioners who are not Affiliates of any Person (other than the Commission) who is a party to the transaction or transactions with the Commission and (ii) such transaction (or type of transaction) is, in the opinion of the Commissioners, on terms fair and reasonable to the Commission, the Fund and the Participants and at least as favorable to them as similar arrangements for comparable transactions (of which the Commissioners have knowledge) with organizations unaffiliated with the Commission or the Fund or with the Person who is a party to the transaction or transactions with the Commission or the Fund.

(b) Except as otherwise provided in this Agreement or in the Laws of the State, in the absence of fraud, a contract, act or other transaction between the Commission and any other Person, or in which the Commission is interested, is valid and no Commissioner, officer, employee or agent of the Commission shall have any liability as a result of entering any such contract, act or transaction even though (i) one or more of the Commissioners, officers, employees or agents of such other Person, or (ii) one or more of the Commissioners, officers, employees, or agents of the Commission, individually or joint with others, is a party or are parties to or directly interested in, or affiliated with, such contract, act or transaction, provided that (i) such interest or affiliation is disclosed to the Commissioners, and the Commissioners authorize such contract, act or other transaction by a vote of a majority of the unaffiliated Commissioners, or (ii) such interest or affiliation is disclosed to the Participants, and such contract, act or transaction is approved by a majority of the Participants.

(c) Any Commissioner or officer, employee, or agent of the Commission may, in his or her personal capacity, or in a capacity as trustee, officer, director, stockholder, partner, member, agent, adviser or employee of any Person, have business interests and engage in business activities in addition to those relating to the Fund, which interests and activities may be similar to those of the Fund and include the acquisition, syndication, holding, management, operation or disposition of securities, investments and funds, for his or her own account or for the account of such Person. Each Commissioner, officer, employee and agent of the Fund shall be free of any obligation to present to the Commission any investment opportunity which comes to him or her in any capacity other than solely as Commissioner, officer, employee or agent of the Commission, even if such opportunity is of a character which, if presented to the Commission, could be taken by the Commission.

(d) Subject to the provisions of Article III hereof, any Commissioner or officer, employee or agent of the Commission may be interested as trustee, officer, director, stockholder, partner, member, agent, adviser or employee of, or otherwise have a direct or indirect interest in, any Person who may be engaged to render advice or services to the Commission or the Fund, and may receive compensation from such Person as well as compensation as Commissioner, officer, employee or agent of the Commission or otherwise hereunder. None of the activities and interests referred to in this paragraph (d) shall be deemed to conflict with his or her duties and powers as Commissioner, officer, employee or agent of the Commission.

(e) To the extent that any other provision of this Agreement conflicts with, or is otherwise contrary to the provisions of, this Section 2.14, the provisions of this Section 2.14 shall be deemed controlling.

(f) Notwithstanding the foregoing provisions of this Section 2.14, the Commission shall not have the power to engage in any transaction with any Affiliate that would be inconsistent with the Laws of the State of Wisconsin concerning conflicts of interest, including, but not limited to, Wisconsin Statutes, Section 946.13, or any other Law limiting the Participants' power to enter into such transaction, and the By-Laws of the Fund may contain provisions more restrictive than those set forth in this Section 2.14.

2.15 Investment Program. The Commissioners shall use their best efforts to obtain through the Adviser or other qualified Persons a continuing and suitable investment program, consistent with the investment policies and objectives of the Fund set forth in Article IV of this Agreement, and the Commissioners shall be responsible for reviewing and approving or rejecting the investment program presented by the Adviser or such other Persons. Subject to the provisions of Section 2.7 and Section 3.1 hereof, the Commissioners may delegate functions arising under this Section 2.15 to one or more of their number or to the Adviser.

2.16 Power to Contract, Appoint, Retain and Employ.

(a) Subject to the provisions of Section 2.7 and Section 3.1 hereof with respect to delegation of authority by the Commission, the Commission shall have full and complete power to appoint, employ, retain, or contract with any Person of suitable qualifications

and high repute (including one or more of the Commissioners and any corporation, partnership, trust or other entity of which one or more of the Commissioners may be an Affiliate, subject to the applicable requirements of Section 2.14 hereof) as the Commission may deem necessary, or desirable for the transaction of the affairs of the Commission, including any Person or Persons who, under the supervision of the Commission, may, among other things: (i) serve as the Commission's investment adviser and consultant in connection with policy decisions made by the Commission; (ii) serve as the Fund's administrator or co-administrators; (iii) furnish reports to the Commission and provide research, economic and statistical data in connection with the Fund's investments; (iv) act as consultants, account ants, technical advisers, attorneys, brokers, underwriters, corporate fiduciaries, escrow agents, depositaries, custodians or agents for collection, insurers or insurance agents, registrars for Shares or in any other capacity deemed by the Commission to be necessary or desirable; (v) investigate, select, and, on behalf of the Commission, conduct relations with Persons acting in such capacities and pay appropriate fees to, and enter into appropriate contracts with, or employ, or retain services performed or to be performed by, any of them in connection with the investments acquired, sold, or otherwise disposed of, or committed, negotiated, or contemplated to be acquired, sold or otherwise disposed of; (vi) substitute any other Person for any such Person; (vii) act as attorney-in-fact or agent in the purchase or sale or other disposition of investments, and in the handling, prosecuting or other enforcement of any lien or security securing investments; and (viii) assist in the performance of such ministerial functions necessary in the management of the Fund as may be agreed upon with the Commission.

(b) The manner of employing, engaging, compensating, transferring or discharging any Person as an employee of the Commission shall be subject to Wisconsin Law. For purposes of the preceding sentence, "employee of the Commission" shall not include independent contractors such as the Adviser, the Administrator, the Custodian, counsel or independent accountants and their respective employees.

2.17 Insurance. The Commission shall have full and complete power to purchase and pay for, entirely out of Fund Property, insurance policies insuring the Fund and the Commissioners, officers, employees and agents of the Commission individually against all claims and liabilities of every nature arising by reason of holding or having held any such office or position, or by reason of any action alleged to have been taken or omitted by the Commission or any such Person as Commissioner, officer, employee and agent, including any action taken or omitted that may be determined to constitute negligence, whether or not the Commission would have the power to indemnify such Person against such liability.

2.18 Seal. The Commission shall have full and complete power to adopt and use a seal for the Fund, but, unless otherwise required by the Commission, it shall not be necessary for the seal to be placed on, and its absence shall not impair the validity of, any document, instrument or other paper executed and delivered by or on behalf of the Commission.

2.19 Indemnification. In addition to the mandatory indemnification provided for in Section 5.3 hereof, the Commission shall have full and complete power, to the extent permitted by applicable Laws, to indemnify or enter into agreements with respect to indemnification with any Person with whom the Commission has dealings, including, without

limitation, the Adviser, the Administrator, and the Custodian, to such extent as the Commission shall determine.

2.20 Remedies. Notwithstanding any provision in this Agreement, when the Commission deems that there is a significant risk that an obligor to the Commission may default or is in default under the terms of any obligation to the Commission, the Commission shall have full and complete power to pursue any remedies permitted by Law which, in its sole judgment, are in the interests of the Commission and the Fund, and the Commission shall have full and complete power to enter into any investment, commitment or obligation of the Commission resulting from the pursuit of such remedies as is necessary or desirable to dispose of property acquired in the pursuit of such remedies.

2.21 Information Statement. The Commission shall have full and complete power to prepare, publish and distribute an Information Statement regarding the Fund and to amend or supplement the same from time to time.

2.22 Further Powers. The Commission shall have full and complete power to take all such actions, do all such matters and things and execute all such instruments as the Commissioners deem necessary, proper or desirable in order to carry out, promote or advance the interests and purposes of the Commission and the Fund although such actions, matters or things are not herein specifically mentioned. Any determination as to what is in the best interests of the Commission and the Fund made by the Commissioners in good faith shall be conclusive. In construing the provisions of this Agreement, the presumption shall be in favor of a grant of power to the Commission. The Commission shall not be required to obtain any court order to deal with the Fund Property.

2.23 Compliance with Laws. The Commissioners shall at all times exercise all powers granted hereunder in compliance with, and the operations of the Fund shall at all times be conducted in accordance with, the applicable Laws of the State.

2.24 Tax or Revenue Anticipation Borrowing. Notwithstanding the provisions of Section 2.10 or 4.2 or any other provision of this Agreement, the Commission shall have full and complete power to establish a program of tax or revenue anticipation borrowing by Participant Municipalities. They shall have the power to issue such obligations in behalf of the Participants, coordinate the issuance of such obligations by the Participants, to become members of joint powers entities authorized to issue or coordinate the issuance of such obligations, or to enter into contracts or agreements of any nature authorized by Law related to the issuance of such obligations. The assets of the Fund itself shall not be pledged by the Commission to the repayment of any portion of such borrowing. No obligations issued shall constitute a debt of the Commission or the Fund, be payable from or be a charge upon any assets of the Fund, give rise to any pecuniary liability of the Commission or the Fund, or be enforceable against any property of the Commission or the Fund, other than amounts received from participating Municipalities in connection with that anticipation borrowing program which are pledged to the repayment of the borrowing or obligations. The Commission shall have such powers as necessary to conduct or participate in such anticipation borrowing programs as approved by the Commission, including a program of investment of obligation proceeds.

2.25 Portfolio Commissioners. The Commissioners shall have full and complete power (consistent with their continuing exclusive authority over the management of the Fund, the conduct of its affairs, their duties and obligations as Commissioners, and the management and disposition of Fund Property) to, and may, designate one or more of their number to serve as Commissioners assigned to (i) the official custodianship of the Fund Property allocated to a particular Portfolio and (ii) the supervision of the activities of the Fund related to a particular Portfolio, all as more fully set forth in Article VI hereof.

ARTICLE III

The Investment Adviser and the Administrator

3.1 Appointment. The Commission is responsible for the general investment policy and program of the Fund and for the general supervision and administration of the business and affairs of the Fund conducted by the officers, agents, employees, investment advisers, administrators, or independent contractors of the Commission. However, the Commissioners are not required personally to conduct all of the routine business of the Fund and, consistent with its ultimate responsibility as stated herein, the Commission may appoint, employ or contract with the Adviser as an investment adviser to the Commission, and the Administrator as an administrator for the Fund and may grant or delegate such authority to the Adviser and the Administrator (pursuant to the terms of Section 2.16 hereof) or to any other Person the services of whom are obtained by the Adviser or the Administrator, as the Commission may, in its sole discretion, deem to be necessary or desirable, for the efficient management of the Fund, without regard to whether such authority is normally granted or delegated by trustees or other fiduciaries. The Commission may appoint one or more persons to serve jointly as Co-Advisers and one or more persons to serve jointly as Co-Administrators. The same person may serve simultaneously as the Administrator and as the Adviser, but no person serving as the Administrator or as the Adviser may serve as the Custodian; provided that the same person may serve simultaneously as the Adviser and Custodian if an unrelated person is serving as the Sub-Adviser of the Fund.

3.2 Duties of the Adviser. The duties of the Adviser shall be those set forth in the Investment Advisory Agreement to be entered into between the Commission and the Adviser. Such duties may be modified by the Commission, from time to time, by the amendment of the Investment Advisory Agreement. Subject to Article IV hereof, the Commission may authorize the Adviser to effect purchases, sales, or exchanges of Fund Property on behalf of the Commission or may authorize any officer, employee, or agent of the Commission to effect such purchases, sales, or exchanges pursuant to recommendations of the Adviser, all without further action by the Commission. Any and all of such purchases, sales, and exchanges shall be deemed to be authorized by the Commission. The Investment Advisory Agreement may authorize the Adviser to employ other persons to assist it in the performance of its duties. The Investment Advisory Agreement shall provide that it may be terminated at any time without cause and without the payment of any penalty by the Commission on sixty (60) days written notice to the Adviser.

3.3 Duties of the Administrator. The duties of the Administrator shall be those set forth in the Administration Agreement to be entered into between the Commission and

the Administrator. Such duties may be modified by the Commission, from time to time, by the amendment of the Administration Agreement. The Administration Agreement may authorize the Administrator to employ other persons to assist it in the performance of its duties. The Administration Agreement shall provide that it may be terminated at any time without cause and without the payment of any penalty by the Commission on sixty (60) days written notice to the Administrator.

3.4 Successors. In the event that, at any time, the position of Adviser or of Administrator shall become vacant for any reason, the Commission may appoint, employ or contract with a successor Adviser or Administrator.

ARTICLE IV

Investments

4.1 Statement of Investment Policy and Objective. Subject to the prohibitions and restrictions contained in Section 4.2 hereof, the general investment policy and objective of the Commission shall be to provide to the Participants of the Fund the highest possible investment yield, while maintaining liquidity and preserving capital by investing in Permitted Investments in accordance with applicable provisions of Law, as may be set forth more fully in the Fund's Information Statement, as the same may be amended from time to time and as set forth in any applicable Investment Pool Information Certificate.

4.2 Restrictions Fundamental to the Fund. Notwithstanding anything in this Agreement which may be deemed to authorize the contrary, the Fund:

(i) May not make any investment other than investments authorized by the provisions of Law applicable to the investment of funds by the Participants, as the same may be amended from time to time;

(ii) May not purchase any Permitted Investment which has a maturity date more than one year from the date of the Commission's purchase thereof, unless subject, at the time of such purchase by the Commission, to an irrevocable agreement on the part of a Responsible Person to purchase such Permitted Investment from the Fund within one (1) year; provided, however, that (a) this restriction is not applicable to the OPEB Series and (b) the Commission may, in its discretion, by an action set forth in the applicable Investment Pool Information Certificate, waive such one year limitation with respect to any one or more Portfolios other than the Cash Management Series;

(iii) May not purchase any Permitted Investment if the effect of such purchase would be to make the average dollar weighted maturity of the Cash Management Series to exceed ninety (90) days or to make the average dollar weighted maturity of any other Portfolio greater than that which was designated by the Commission as the intended average dollar weighted maturity of the Portfolio to which the purchase of such Permitted Investment relates; provided, however, that in making such determination any Permitted Investment which is subject to an irrevocable agreement of the nature referred to in the preceding clause (ii) shall be deemed

to mature on the day on which the Commission is obligated to sell such Permitted Investment back to a Responsible Person or the day on which the Commission may exercise its rights under such agreement to require the purchase of such Permitted Investment by a Responsible Person;

(iv) May not borrow money or incur indebtedness except to facilitate as a temporary measure:

(a) withdrawal requests which might otherwise require unscheduled dispositions of Portfolio investments;

(b) for a period not to exceed one business day, withdrawal requests pending receipt of collected funds from investments sold on the date of the withdrawal requests or withdrawal requests from Participants who have notified the Commission of their intention to deposit funds in their accounts on the date of the withdrawal requests; or

(c) for a period not to exceed one business day, the purchase of Permitted Investments pending receipt of collected funds from Participants who have notified the Commission of their intention to deposit funds in their accounts on the date of the purchase of the Permitted Investments;

(v) May not make loans, provided that the Commission may make Permitted Investments;

(vi) May not hold any Fund Property in a manner not authorized by Law or provide for the custody of any Fund Property by any institution or Person not authorized by Law to hold property such as the Fund Property;

(vii) May not purchase securities or shares of investment companies or any entities similar to the Fund, except (1) for securities of open-end investment companies or investment trusts described in Wisconsin Statutes, Section 66.0603(1m), as provided in Section 2.2(b)(vii) hereof or (2) as permitted by Section 2.2(v), hereof; and

(viii) May not pledge assets except to secure indebtedness permitted by (iv) of this Section 4.2; however in the case of indebtedness incurred under Section 4.2(iv)(b) or (c) hereof, it may pledge assets only to the extent of the actual funds in the account of a Participant on whose behalf the permitted indebtedness was incurred plus an amount equal to that amount which that Participant has notified the Commission that it intends to deposit in its account on that date.

4.3 Amendment of Restrictions. The restrictions set forth in Section 4.2 hereof are fundamental to the operation and activities of the Fund and may not be changed without the affirmative vote of a majority of the Participants entitled to vote, except that such restrictions may be changed by the Commission so as to make them more restrictive when necessary to conform the investment program and activities of the Fund to the Laws of the State of Wisconsin and the United States of America as they may from time to time be amended.

4.4 Portfolios. The Fund shall consist of several specialized investment Portfolios of Permitted Investments which it is anticipated will consist of four types. The first type of Portfolio will be invested in short-term money market instruments (the "Cash Management Series"). The second type of Portfolio also will be invested in short-term money market instruments, but will have the investment objective of offering a higher rate of return with less liquidity than the Cash Management Series (the "Investment Series"). The third type of Portfolio (the "OPEB Series") will have the objective of providing an appropriate vehicle for investment funds held by Participants (or in trusts established by Participants) to provide for payment for the Participants' liability for other post-employment benefits, and shall be invested in longer term instruments. The fourth type of Portfolio will consist of one or more investment pools which will be invested in fixed-term instruments such as certificates of deposit (a "fixed-term Portfolio"). The Commission shall determine when and what type of Portfolios shall be available to Participants. Subject to the requirement that all Participants must participate in the Cash Management Series, a Participant may participate in as few or as many Portfolios as it chooses. All Fund investments in all Portfolios are restricted to Permitted Investments.

ARTICLE V

Limitations of Liability

5.1 Liability to Third Persons. No Participant shall be subject to any personal liability whatsoever, in tort, contract or otherwise to any other Person or Persons in connection with Fund Property or the affairs of the Commission or the Fund; and no Commissioner, officer, employee or agent (including, without limitation, the Adviser, the Administrator and the Custodian) of the Commission shall be subject to any personal liability whatsoever in tort, contract or otherwise, to any other Person or Persons in connection with Fund Property or the affairs of the Commission or the Fund, except that each shall be personally liable for his bad faith, willful misconduct, gross negligence or reckless disregard of his duties or for his failure to act in good faith in the reasonable belief that his action was in the best interests of the Fund and except that the Investment Advisory Agreement and the Administration Agreement shall provide for the personal liability of the Adviser or the Administrator, as the case may be, for its willful or negligent failure to take reasonable measures to restrict investments of Fund Property to those permitted by Law and this Agreement; and all such other Persons shall look solely to the Fund Property for satisfaction of claims of any nature arising in connection with the affairs of the Commission or the Fund. If any Commissioner, officer, employee or agent of the Commission (including, without limitation, the Adviser, the Administrator and the Custodian) or any Participant of the Fund, as such, of the Commission is made a party to any suit or proceedings to assert or enforce any such liability, he shall not on account thereof be held to any personal liability.

5.2 Liability to the Fund or to the Participants. No Commissioner, officer, employee or agent (including, without limitation, the Adviser, the Administrator and the Custodian) of the Commission shall be liable to the Commission or the Fund or to any Commissioner, officer, employee or agent (including, without limitation, the Adviser, the Administrator and the Custodian) of the Commission or any Participant of the Fund for any action or failure to act (including, without limitation, the failure to compel in any way any former

or acting Commissioner to redress any breach of his duties hereunder) except for his own bad faith, willful misfeasance, gross negligence or reckless disregard of his duties and except that the Investment Advisory Agreement and the Administration Agreement shall provide for the personal liability of the Adviser or the Administrator, as the case may be, for its willful or negligent failure to take reasonable measures to restrict investments of Fund Property to those permitted by Law and this Agreement; provided, however, that the provisions of this Section 5.2 shall not limit the liability of any agent (including, without limitation, the Adviser, the Administrator and the Custodian) of the Commission with respect to breaches by it of a contract between it and the Commission.

5.3 Indemnification.

(a) The Commission shall indemnify and hold each Participant harmless from and against all claims and liabilities, whether they proceed to judgment or are settled or otherwise brought to a conclusion, to which such Participant may become subject by reason of its being or having been a Participant, and shall reimburse such Participant for all legal and other expenses reasonably incurred by it in connection with any such claim or liability. The rights accruing to a Participant under this Section 5.3 shall not exclude any other right to which such Participant may be lawfully entitled, nor shall anything herein contained restrict the right of the Commission to indemnify or reimburse a Participant in any appropriate situation even though not specifically provided herein.

(b) The Commission shall indemnify each of its Commissioners and officers, employees and agents (including, without limitation, the Adviser, the Administrator and the Custodian) designated by the Commission to receive such indemnification, against all liabilities and expenses (including, without limitation, amounts paid in satisfaction of judgments, in compromise or as fines and penalties, and counsel fees) reasonably incurred by him in connection with the defense or disposition of any action, suit or other proceeding by the Commission or any other Person, whether civil or criminal, in which he may be involved or with which he may be threatened, while in office or thereafter, by reason of his being or having been such a Commissioner, officer, employee or agent (including, without limitation, the Adviser, the Administrator and the Custodian), except as to any matter as to which he shall have been adjudicated to have acted in bad faith or with willful misfeasance or reckless disregard of his duties or gross negligence or, in the case of the Adviser or the Administrator, in willful or negligent violation of the restrictions on investments of the Fund Property; provided, however, that the provisions of this Section 5.3 shall not be construed to permit the indemnification of any agent (including, without limitation, the Adviser, the Administrator and the Custodian) of the Commission with respect to breaches by it of a contract between it and the Commission; and further provided, however, that as to any matter disposed of by a compromise payment by such Commissioner, officer, employee or agent, pursuant to a consent decree or otherwise, no indemnification either for said payment or for any other expenses shall be provided unless the Commission shall have received a written opinion from independent counsel approved by the Commission to the effect that if the foregoing matters had been adjudicated, the defenses that could have been presented on behalf of such Commissioner, officer, employee or agent were meritorious. The rights accruing to any Commissioner, officer, employee or agent (including, without limitation, the Adviser, the Administrator and the Custodian) under the provisions of this

paragraph (b) of this Section 5.3 shall not exclude any other right to which he may be lawfully entitled; provided, however, that no Commissioner, officer, employee or agent may satisfy any right of indemnity or reimbursement granted herein or to which he may be otherwise entitled except out of the Fund Property, and no Participant shall be personally liable to any Person with respect to any claim for indemnity or reimbursement or otherwise. The Commission may make advance payments in connection with indemnification under this paragraph (b) of this Section 5.3, provided that the indemnified Commissioner, officer, employee or agent (including, without limitation, the Adviser, the Administrator and the Custodian) shall have given a written undertaking to reimburse the Commission in the event that it is subsequently determined that he is not entitled to such indemnification.

(c) Any action taken by, or conduct on the part of, the Adviser, the Administrator, a Commissioner, an officer, an employee or an agent (including, without limitation, the Adviser, the Administrator and the Custodian) of the Commission in conformity with, or in good faith reliance upon, the provisions of Section 2.14 or Section 5.7 hereof shall not, for the purpose of this Agreement (including, without limitation, Sections 5.1 and 5.2 and this Section 5.3) constitute bad faith, willful misfeasance, gross negligence or reckless disregard of his duties.

5.4 Surety Bonds. No Commissioner shall, as such, be obligated to give any bond or surety or other security for the performance of any of his duties.

5.5 Apparent Authority. No purchaser, seller, transfer agent or other Person dealing with the Commission or any officer, employee or agent of the Commission shall be bound to make any inquiry concerning the validity of any transaction purporting to be made by the Commission or by such officer, employee or agent or make inquiry concerning or be liable for the application of money or property paid, transferred or delivered to or on the order of the Commission or of such officer, employee or agent.

5.6 Recitals. Any written instrument creating an obligation of the Commission shall be conclusively taken to have been executed by a Commissioner or an officer, employee or agent of the Commission only in his capacity as a Commissioner under this Agreement or in his capacity as an officer, employee or agent of the Commission. Any written instrument creating an obligation of the Commission shall refer to this Agreement and contain a recital to the effect that the obligations thereunder are not personally binding upon, nor shall resort be had to the property of, any of the Commissioners, officers, employees or agents of the Fund, or of any of the Participants of the Fund, and that only the Fund Property or a specific portion thereof shall be bound, and such written instrument may contain any further similar recital which may be deemed appropriate; provided, however, that the omission of any recital pursuant to this Section 5.6 shall not operate to impose personal liability on any of the Commissioners, officers, employees or agents of the Commission or on any of the Participants of the Fund.

5.7 Reliance on Experts, Etc. Each Commissioner and each officer of the Commission shall, in the performance of his duties, be fully and completely justified and protected with regard to any act or any failure to act resulting from reliance in good faith upon

the books of account or other records of the Commission or the Fund, upon an opinion of counsel or upon reports made to the Commission by any of its officers or employees or by the Adviser, the Administrator, the Custodian, accountants, appraisers or other experts or consultants selected with reasonable care by the Commission or officers of the Commission.

5.8 Liability Insurance. The Commission shall, at all times, maintain insurance for the protection of the Fund Property, and the Commissioners, officers, employees and agents of the Commission and the Participants of the Fund in such amount as the Commission shall deem adequate to cover all foreseeable tort and contract liability to the extent available at reasonable rates.

5.9 No Waiver. Nothing in this Agreement shall be construed as constituting the waiver of any immunity from liability available to the Commission or the Commissioners, officers, employees or agents of the Commission or the Participants of the Fund pursuant to any applicable provision of Law.

ARTICLE VI

Interests of Participants

6.1 General.

(a) The beneficial interest of the Participants hereunder in the Fund Property and the earnings thereon shall, for convenience of reference, be divided into Shares, which shall be used as units to measure the proportionate allocation to the respective Participants of the beneficial interest hereunder. The number of Shares that may be used to measure and represent the proportionate allocation of beneficial interest among the Participants is unlimited. All Shares shall be of one class representing equal distribution, liquidation and other rights. The beneficial interest hereunder measured by the Shares shall not entitle a Participant to preference, preemptive, appraisal, conversion, or exchange rights of any kind with respect to the Fund or the Fund Property, except to the extent, if any, set forth in this Agreement or in an applicable Investment Pool Information Certificate. Title to the Fund Property of every description and the right to conduct any affairs hereinbefore described are vested in the Commission (and in the Commissioners of any Portfolio in accordance with Section 2.25 hereof) on behalf, and for the beneficial interest, of the Participants, and the Participants shall have no interest therein other than the beneficial interest conferred hereby and measured by their Shares, and they shall have no right to call for any partition or division of any property, profits, rights or interests of the Fund nor can they be called upon to share or assume any losses of the Fund or suffer an assessment of any kind by virtue of the allocation of Shares to them, except as provided in Section 10.2 hereof.

The Commission, in its discretion, from time to time, may authorize the division of Shares into two or more series, or the establishment of two or more series of Shares, each such Series relating to a separate Portfolio of investments. All references to Shares in this Agreement shall be deemed to be Shares of any one series, any one or more series, or all series as the context may require.

(b) If the Commission shall determine to establish separate Portfolios of investments or divide the Shares into two or more series, the following provisions shall be applicable.

(i) Pursuant to Section 2.25 hereof, the Commission may designate one or more of the Commissioners to serve as the Commissioners assigned to each particular Portfolio.

(ii) The number of Shares of each series that may be used to measure the respective beneficial interests of the Participants in the particular Portfolio of investments to which such series relates shall be unlimited.

(iii) Unless otherwise provided in an applicable Investment Pool Information Certificate, all Shares of a series shall be of one class representing equal distribution, liquidation and other rights.

(iv) The Commission (or, if so provided in the Investment Pool Information Certificate, the Commissioners assigned to such Portfolio) shall have the power to invest and reinvest the Fund Property applicable to each such Portfolio in accordance with the investment policies and restrictions set forth in this Agreement, by Bylaws, or otherwise. The Commission may establish more restrictive investment policies and restrictions for any particular Portfolio.

(v) All funds received by the Fund from a Participant with respect to a particular Portfolio, together with all assets in which such funds are invested or reinvested, all income, earnings, profits and proceeds thereof, including any proceeds derived from the sale, exchange or liquidation of such assets, and (except to the extent otherwise determined by the Commission pursuant to Section 10.4 hereof) any funds or payments derived from any reinvestment of such proceeds in whatever form the same may be, shall irrevocably belong to that Portfolio for all purposes, subject only to the rights of creditors, and shall be so recorded upon the books of account of the Fund. In the event that there are any assets, income, earnings, profits, proceeds, funds, or payments which are not readily identifiable as belonging to any particular Portfolio, the Commission shall allocate them among any one or more of the Portfolios established and designated from time to time in such manner and on such basis as it, in its sole discretion, deems fair and equitable. Each such allocation by the Commission shall be conclusive and binding upon the Participants of all Portfolios for all purposes.

(vi) The assets belonging to each particular Portfolio shall be charged with the liabilities of the Fund in respect of that Portfolio and all expenses, costs, charges and reserves attributable to that Portfolio in such

manner and on such basis as the Commission in its sole discretion deems fair and equitable. Any general liabilities, expenses, costs, charges or reserves of the Fund which are not readily identifiable as attributable to any particular Portfolio shall be allocated and charged by the Commission to and among any one or more of the Portfolios established and designated from time to time in such manner and on such basis as the Commission in its sole discretion deems fair and equitable. Each allocation of liabilities, expenses, costs, charges and reserves by the Commission shall be conclusive and binding upon the Participants of all Portfolios for all purposes. The Commission shall have full discretion to determine which asset items will be treated as income and which as funds placed in the Fund by Participants and each such determination and allocation shall be conclusive and binding upon the Participants of all Portfolios.

(vii) The net income of the Fund shall be determined separately for each Portfolio and shall be credited to the respective Share account of the Participants in each such Portfolio in accordance with the provisions of Article X hereof.

(viii) The Investment Pool Information Certificate adopted by the Commission with respect to a Portfolio may provide that the Shares (or series of Shares) applicable to such Portfolio shall only relate to a particular Participant or shall relate to all Participants or otherwise provide for a limitation on the number and identity of the Participants to which the Shares (or such series of Shares) of such Portfolio shall relate.

(ix) The Investment Pool Information Certificate adopted by the Commission with respect to a Portfolio may provide that such Portfolio shall be established on a particular date and be terminated on a particular date.

(x) The Investment Pool Information Certificate adopted by the Commission with respect to a particular Portfolio may provide for limitations of time or otherwise with respect to the ability of the Participants participating in such Portfolio to withdraw funds relating to the Shares (or series of Shares) of such Portfolio from the Fund.

(xi) To effect the division of the Shares into one or more series or to establish a Portfolio, the Commission shall authorize and adopt an Investment Pool Information Certificate for each such series or Portfolio. Such Investment Pool Information Certificate shall become effective when (a) executed (i) by any two of the Chairman, the Vice Chairman, the Treasurer and the Secretary of the Commission or (ii) by such other Commissioners or officers of the Commission as shall be determined by the Commission and (b) recorded in the records of the Fund. Any such Investment Pool Information Certificate may be filed or recorded pursuant

to Article XII of this Agreement, but no such recording or filing shall be a condition precedent to the effectiveness of such Investment Pool Information Certificate or the actions taken or reflected therein. No Investment Pool Information Certificate shall be, or shall be deemed to be, an amendment of this Agreement within the meaning of Article XIII of this Agreement. It shall not be necessary for each Participant to be advised of the adoption of any Investment Pool Information Certificate prior to its effectiveness, but the Commission shall take, or shall cause to be taken, such measures as are reasonably intended to notify the Participants on at least a quarterly basis of the authorization and adoption by the Commission of any Investment Pool Information Certificate during the preceding quarter.

(xii) A copy of the Investment Pool Information Certificate relating to a particular Portfolio shall be provided to each Participant participating in such Portfolio and to each Commissioner assigned to such Portfolio pursuant to Section 2.25 and Section 6.1(b)(i) hereof.

(xiii) An Investment Pool Information Certificate authorized and adopted by the Commission pursuant to this Article VI shall be in substantially the following form, with the Commission being hereby authorized to make such changes in the form set forth in this Subsection (xiii) as may be necessary from time to time to conform to, or accommodate, changes in Law or the circumstances applicable or pertaining to a particular Portfolio:

_____ Fund

Wisconsin Investment Series Cooperative Investment Pool
Information Certificate

The Commission of the Wisconsin Investment Series Cooperative (the "Fund"), by action taken by it on the _____ day of _____, _____, pursuant to the authority vested in it by the Participants of the Fund in accordance with the Intergovernmental Cooperation Agreement creating the Fund does hereby adopt this Investment Pool Information Certificate authorizing and establishing a Portfolio (and/or a series of Shares) of the Fund.

The terms of such Portfolio (the "Portfolio") shall be as follows:

1. Nomenclature. The Portfolio shall be known and referred to as _____.

2. Date of Establishment. The Portfolio shall be established as of _____.

3. Duration. The duration of the Portfolio shall be _____.

4. Participants. The Participant or Participants which are eligible to participate in the Portfolio (the "Portfolio Participants") are _____.

5. Investments. The nature of the investments in which funds of the Portfolio Participant or Participants placed in the Fund with respect to the Portfolio may be invested is _____.

6. Commissioners and Custodians. The Commissioners of the Fund designated as the Commissioners assigned to the Portfolio are _____.

7. Average Weighted Maturity. In accordance with Section 4.2(iii) of the Intergovernmental Cooperation Agreement relating to the Fund, the average dollar weighted maturity of the Portfolio is intended to be no greater than _____.

8. Net Asset Value. The method of determining the net asset value of the Portfolio is _____.

9. Other Terms. (Insert a description of any other terms applicable to the Portfolio.)

10. Intergovernmental Cooperation Agreement. To the extent not specifically set forth in this Investment Pool Information Certificate, the terms of the Portfolio and the rights of the Portfolio Participants shall be governed by the Intergovernmental Cooperation Agreement of which this Investment Pool Information Certificate is deemed to be an integral part.

11. Definitions. Terms and phrases not otherwise defined in this Investment Pool Information Certificate shall have the definitions given to them in the Intergovernmental Cooperation Agreement.

IN WITNESS WHEREOF, the Commission of the Fund has caused this Investment Pool Information Certificate to be executed by the undersigned officers of the Fund, such officers having been thereunto duly authorized.

Wisconsin Investment Series Cooperative

Attest:
[Seal]

Authorized Signatory

Authorized Signatory

(xiv) The Commission shall have the power to designate one or more Portfolios in which all Participants shall be required to participate.

(xv) The provisions of the Investment Pool Information Certificate of a Portfolio may be amended by action of the Commission for the purposes of curing any ambiguity or supplying any omission or curing or correcting any defect or inconsistent provision in the Investment Pool Information Certificate or to insert such provisions clarifying matters or questions arising under the Investment Pool Information Certificate as are necessary or desirable and are not contrary to or inconsistent with the Investment Pool Information Certificate theretofore in effect. The Participants participating in the Portfolio to which the amendment relates shall be given notice thereof.

6.2 Allocation of Shares.

(a) The Commission shall credit a Participant with additional Shares upon receipt of funds (including, without limitation, income from the investment of Fund Property) for the account of such Participant, based on the net asset value per Share as determined pursuant to Section 10.1 hereof. In connection with any allocation of Shares, the Commission may allocate fractional Shares. The Commission may from time to time adjust the total number of Shares allocated without thereby changing the proportionate beneficial interests in the Fund. Reductions or increases in the number of allocated Shares may be made in order to maintain a constant net asset value per Share as set forth in Section 10.2 hereof. Shares shall be allocated and reduced in number as whole Shares and/or one hundredths (1/100ths) of a Share or multiples thereof.

(b) Shares may be allocated only to a Municipality which has become a Participant of the Fund in accordance with Section 1.2 hereof. Each Participant may establish more than one account within the Fund for such Participant's convenience.

(c) The minimum amount of funds which may be placed in the Fund by a Participant at any one time shall be as determined by the Commission from time to time. Unless otherwise determined by the Commission pursuant to this paragraph (c) of this Section 6.2, the minimum amount of funds which may be placed in the Fund by a Participant at any one time shall be One Dollar (\$1.00).

6.3 Evidence of Share Allocation. Evidence of Share allocation shall be reflected in the Share Register maintained by or on behalf of the Commission pursuant to Section 7.1 hereof, and the Commission shall not be required to issue certificates as evidence of Share allocation.

6.4 Reduction in Number of Shares to Maintain Constant Net Asset Value. The Shares of one or more Portfolios of the Fund shall be subject to reduction in number pursuant to the procedure for reduction of outstanding Shares set forth in Section 10.2 hereof in order to maintain the constant net asset value per Share.

6.5 Withdrawals. Funds may be withdrawn from the Fund at the option of a Participant, upon and subject to the terms and conditions provided in this Agreement. The Commission shall, upon application of any Participant, promptly pay to such Participant the amount requested and shall reduce the number of Shares allocated to such Participant to the number of Shares which shall reflect such Participant's proportionate interest in the net assets of the Fund after such withdrawal of funds. The procedures for effecting a withdrawal shall be as adopted by the Commission and as set forth in the Information Statement of the Fund, as the same may be amended from time to time or in an applicable Investment Pool Information Certificate; provided, however, that such procedures shall not be structured so as to substantially and materially restrict the ability of the Participants to withdraw funds from the Fund; provided further, however, that the Commission shall have the power to provide for withdrawal procedures relating to any particular Portfolio which are consistent with the purpose and intent of this Agreement and the terms and provisions of the Investment Pool Information Certificate applicable to such Portfolio and such procedures may, inter alia, establish periods during which funds relating to Shares of such Portfolio may not be withdrawn from the Fund.

6.6 Suspension of Right of Withdrawal; Postponement of Payment. Each Participant, by its adoption of this Agreement, agrees that the Commission may, without the necessity of a formal meeting of the Commissioners, temporarily suspend the right of withdrawal or postpone the date of payment pursuant to withdrawal requests for all Portfolios or any one or more Portfolio for the whole or any part of any period (i) during which there shall have occurred any state of war, national emergency, banking moratorium or suspension of payments by banks in the State of Wisconsin or any general suspension of trading or limitation of prices on the New York or American Stock Exchange (other than customary week-end and holiday closings) or (ii) during which any financial emergency situation exists as a result of which disposal by the Commission of Fund Property is not reasonably practicable because of the substantial losses which might be incurred or it is not reasonably practicable for the Commission fairly to determine the value of its net assets. Such suspension or postponement shall not alter or affect a Participant's beneficial interest hereunder as measured by its Shares or the accrued interest and earnings thereon. Such suspension or payment shall take effect at such time as the Commission

shall specify but not later than the close of business on the business day next following the declaration of suspension, and thereafter there shall be no right of withdrawal or payment until the Commission shall declare the suspension or postponement at an end, except that the suspension or postponement shall terminate in any event on the first day on which the period specified in clause (i) or (ii) above shall have expired (as to which, the determination of the Commission shall be conclusive). In the case of a suspension of the right of withdrawal or a postponement of payment pursuant to withdrawal requests, a Participant may either (i) withdraw its request for withdrawal or (ii) receive payment based on the net asset value existing after the termination of the suspension.

6.7 Minimum Withdrawal. There shall be no minimum amount which may be withdrawn from the Fund at any one time at the option of a Participant; provided, however, that no request by a Participant for the withdrawal of less than one dollar (\$1.00) need be honored.

6.8 Defective Withdrawal Requests. In the event that a Participant shall submit a request for the withdrawal of a greater amount than is then credited to the account of such Participant, such request shall not be honored, and each Participant, by its adoption of this Agreement, agrees that the Commission shall have full and complete power to withdraw funds from the account of a Participant, and to reduce proportionately the number of Shares allocated to such Participant in accordance with Section 6.5 hereof, in an amount sufficient to reimburse the Commission, for any fees, expenses, costs or penalties actually incurred by the Fund as a result of such defective withdrawal request.

6.9 Allocation of Certain Expenses. Each Participant will, at the discretion of the Commission, indemnify the Commission against all expenses and losses resulting from indebtedness incurred on that Participant's behalf under Section 4.2(iv)(b) or (c) hereof. Each Participant authorizes the Commission to reduce its Shares to the number of Shares which reflects that Participant's proportionate interest in the net assets of the Fund after allocation of those expenses and losses to it.

ARTICLE VII

Record of Shares

7.1 Share Register. The Share Register shall be kept by or on behalf of the Commission, under the direction of the Commission, and shall contain (i) the names and addresses of the Participants, (ii) the number of Shares representing their respective beneficial interests hereunder and (iii) a record of all allocations and reductions thereof. Such Share Register shall be conclusive as to the identity of the Participants to which the Shares are allocated. Only Participants whose allocation of Shares is recorded on such Share Register shall be entitled to receive distributions with respect to Shares or otherwise to exercise or enjoy the rights and benefits related to the beneficial interest hereunder represented by the Shares. No Participant shall be entitled to receive any distribution, nor to have notices given to it as herein provided, until it has given its appropriate address to such officer or agent of the Commission as shall keep the Share Register for entry thereon.

7.2 Registrar. The Commission shall have full and complete power to employ a registrar. Unless otherwise determined by the Commission, the Share Register shall be kept by the Administrator which shall serve as the registrar for the Fund. The registrar shall record the original allocations of Shares in the Share Register. Such registrar shall perform the duties usually performed by registrars of certificates and shares of stock in a corporation, except as such duties may be modified by the Commission.

7.3 Owner of Record. No Person becoming entitled to any Shares in consequence of the merger, reorganization, consolidation, bankruptcy or insolvency of any Participant or otherwise, by operation of Law, shall be recorded as the Participant to which such Shares are allocated and shall only be entitled to receive for such Shares the amount credited to the account of the Participant whose beneficial interest in the Fund is represented by such Shares. Until the Person becoming entitled to receive such amount shall apply for the payment thereof and present any proof of such entitlement as the Commission may in its sole discretion deem appropriate, the Participant of record to which such Shares are allocated shall be deemed to be the Participant to which such Shares are allocated for all purposes hereof, and neither the Commission nor the registrar nor any officer or agent of the Commission shall be affected by any notice of such merger, reorganization, consolidation, bankruptcy, insolvency or other event.

7.4 No Transfers of Shares. The beneficial interests measured by the Shares shall not be transferrable, in whole or in part, other than to the Commission itself for purposes of effectuating a withdrawal of funds.

7.5 Limitation of Fiduciary Responsibility. The Commissioners shall not, nor shall the Participants or any officer, registrar or other agent of the Commission, be bound to see to the execution of any trust, express, implied or constructive, or of any charge, pledge or equity to which any of the Shares or any interest therein are subject, or to ascertain or inquire whether any withdrawal of funds by any Participant or its representatives is authorized by such trust, charge, pledge or equity, or to recognize any Person as having any interest therein except the Participant recorded as the Participant to which such Shares are allocated. The receipt of the Participant in whose name any Share is recorded or of the duly authorized agent of such Participant shall be a sufficient discharge for all moneys payable or deliverable in respect of such Shares and from all liability to see to the proper application thereof.

7.6 Notices. Any and all notices to which Participants hereunder may be entitled and any and all communications shall be deemed duly served or given if mailed, postage prepaid, addressed to Participants of record at their last known post office addresses as recorded on the Share Register provided for in Section 7.1 hereof.

ARTICLE VIII

Participants

8.1 Voting. Each Participant shall be entitled to one vote as a matter of right with respect to the following matters: (i) election of Commissioners as provided in Section 9.1 and Section 9.3 hereof; (ii) amendment of this Agreement or termination of the Commission and

the Fund as provided in Section 4.3 and Section 13.1 hereof; and (iii) reorganization of the Commission and the Fund as provided in Section 13.2 hereof. It shall not be necessary for any minimum number of Shares to be allocated to a Participant for the Participant to be entitled to vote. Participants shall not be entitled to cumulative voting with respect to any matter.

8.2 Right to Initiate a Vote of the Participants. The Participants shall, by an instrument or concurrent instruments in writing delivered to the Commission signed by at least ten percent (10%) of the Participants, have the right to initiate a vote of the Participants as to any matter described in clause (ii) or clause (iii) of Section 8.1 hereof. Within twenty (20) days of receipt of such instrument or instruments, the Commission shall cause a ballot to be sent to each Participant, setting forth the matter to be voted on and the manner in which such ballots should be executed and delivered.

8.3 Inspection of Records. The records of the Commission and the Fund shall be open to inspection at all reasonable times pursuant to Subchapter II of Chapter 19 of the Wisconsin Statutes.

8.4 Meetings of Participants.

(a) Meetings of the Participants may be called at any time by a majority of the Commissioners and shall be called by any Commissioner upon written request of not less than ten percent (10%) of the Participants, such request specifying the purpose or purposes for which such meeting is to be called. Any such meeting shall be held within the State at such place, on such day and at such time as the Commission shall designate.

(b) A majority of the Participants entitled to vote at such meeting present in person (including, if permitted by applicable law, participation by conference telephone or similar communications equipment by means of which all Persons participating in the meeting can hear each other) or by proxy shall constitute a quorum at any meeting of Participants.

8.5 Annual Meetings or Votes. Annual meetings or votes of the Participants shall be held (commencing within 120 days after the completion of the Fund's first fiscal year and thereafter within 120 days after the completion of each succeeding fiscal year of the Fund). The business transacted at such meetings, or matters considered in such votes, shall include the election of Commissioners and may include the transaction of such other business or consideration of such matters as Participants may be entitled to vote upon as provided in this Article VIII, or as the Commission may determine.

8.6 Notice of Meetings and Votes. Notice of all meetings of the Participants, stating the time, place and purposes of the meeting, and notice of any vote without a meeting, stating the purpose and method thereof shall be given by the Commission by mail to each Participant at its registered address, mailed at least ten (10) days and not more than thirty (30) days before the meeting or the day by which votes must be cast. Only the business stated in the notice of a meeting shall be considered at such meeting. Any adjourned meeting may be held as adjourned without further notice. Any notice required by the Wisconsin Open Meetings Law

(Wisconsin Statutes Sections 19.81 et seq.) shall also be given. For purposes of such Open Meeting Law notices, the Wisconsin State Journal or such other newspaper as shall be designated by resolution of the Commission shall be official newspaper of the Commission.

8.7 Record Date for Meetings and Votes. For the purposes of determining the Participants that are entitled to vote or act at any meeting or any adjournment thereof, or who are entitled to participate in any vote, or for the purpose of any other action, the Commission may from time to time fix a date not more than thirty (30) days prior to the date of any meeting or vote of Participants or other action as a record date for the determination of Participants entitled to vote at such meeting or any adjournment thereof or to cast a ballot in such vote or to be treated as Participants of record for purposes of such other action. Any Participant which was a Participant at the time so fixed shall be entitled to vote at such meeting or any adjournment thereof, or to cast a ballot in such vote, even though it then had no Shares allocated to it or has since that date redeemed its Shares. No Participant becoming such after that date shall be so entitled to vote at such meeting or any adjournment thereof or to cast a ballot in such vote or to be treated as a Participant of record for purposes of such other action.

8.8 Proxies. At any meeting of Participants, if permitted by applicable Law, any Participant entitled to vote thereat may vote by proxy, provided that no proxy shall be voted at any meeting unless it shall have been placed on file with the Secretary of the Commission, or with such other officer or agent of the Commission as the Secretary of the Commission may direct, for verification prior to the time at which such vote shall be taken. Pursuant to a resolution of a majority of the Commissioners, proxies may be solicited in the name of one or more of the officers of the Commission. All proxies shall be revocable at the option of the Participant.

8.9 Number of Votes. Only Participants of record shall be entitled to vote and each Participant shall be entitled to one vote without regard to the number of Shares allocated to it, if any, or the number of Portfolios in which a Participant participates. A proxy purporting to be executed by or on behalf of a Participant shall be deemed valid unless challenged at or prior to its exercise, and the burden of proving invalidity shall rest on the challenger.

8.10 Reports. The Commission shall cause to be prepared at least annually with respect to the Fund and each Portfolio (i) a report of operations containing a statement of assets and liabilities and statements of operations and of changes in net assets of the Fund prepared in conformity with generally accepted accounting principles and (ii) an opinion of an independent certified public accountant on such financial statements based on an examination of the books and records of the Commission and the Fund made in accordance with generally accepted auditing standards. A signed copy of such report and opinion shall be filed with the Commission within ninety (90) days after the close of the period covered thereby. Copies of such reports shall be mailed to all Participants of record within a reasonable period preceding the annual meeting or vote of the Participants. The Commission shall, in addition, furnish to the Participants, at least quarterly, an interim report containing an unaudited balance sheet of the Fund and each Portfolio as at the end of such quarterly period and statements of operations and changes in net assets for the period from the beginning of the then current fiscal year to the end of such quarterly period.

ARTICLE IX

Commissioners and Officers

9.1 Number and Qualification.

(a) The governing body of the Fund shall be the Commission, the membership of which shall be determined as hereinafter provided. The maximum number of Commissioners shall be eleven (11). Such Commissioners shall have the qualifications and affiliations described in Sections 9.1(d) and (e) below.

(b) Any vacancy created by an increase in the number of Commissioners may be filled by the appointment of an individual having the qualifications described in this Section 9.1 made by a resolution of a majority of the Commissioners then in office. Any such appointment shall not become effective, however, until the individual named in the resolution of appointment shall have (i) accepted in writing such appointment, and (ii) agreed in writing to be bound by the terms of this Agreement and (iii) presented evidence in writing of the granting of an authorization by the Municipality with which he is affiliated for him to serve as a Commissioner. No reduction in the number of Commissioners shall have the effect of removing any Commissioner from office prior to the expiration of his term.

(c) Whenever a vacancy in the number of Commissioners shall occur, until such vacancy is filled as provided in Section 9.5 hereof, the Commissioners or Commissioner continuing in office, regardless of their number, shall have all the powers granted to the Commission and shall discharge all the duties imposed upon the Commission by this Agreement.

(d) Subject to the additional provisions of Section 9.1(e) below, a Commissioner shall be an individual who is not under legal disability and who is either (i) a member of the Governing Body of a Municipality which is a Participant (whether initial or additional) of the Fund or (ii) an Employee of a Municipality which is a Participant (whether initial or additional) of the Fund. There shall be no more than one Commissioner affiliated as a Governing Body member or Employee with any one Municipality; provided, however, that no Commissioner shall be disqualified from serving out an unexpired term by reason of such prohibition.

(e) Two (2) of the positions on the Commission shall be reserved for school business officials or other managerial employees of a School District charged with responsibility for school finance; one (1) position on the Commission shall be reserved for a school superintendent; one (1) position on the Commission shall be reserved for a Municipal Employee employed by a Municipality other than a School District (a "Non-School District Employee"); and one (1) position on the Commission shall be reserved for a Municipal Employee employed by a county (a "County Employee").

(f) The Commissioners, in their capacity as Commissioners, shall not be required to devote their entire time to the business and affairs of the Commission and the Fund.

9.2 [Left Blank Intentionally]

9.3 Term and Election.

(a) The Commission shall nominate candidates for election as Commissioners. Nominations may also be made by the Participants in accordance with such procedures as the Commission may establish.

(b) The Commissioners shall be divided into three classes, consisting of two classes of four (4) Commissioners and one class of three (3) Commissioners. The classes of Commissioners initially shall be arranged so that the term of one class shall expire at the respective annual meetings or votes of Participants held following the conclusion of the fiscal years of the Fund which end in 2010, 2011 and 2012. The composition of each such class of Commissioners shall be designated by the Commission following the annual meeting of the Participants of the Fund in 2009. At all annual meetings or votes commencing in 2010 the Commissioners to be elected shall be elected to serve for a term of three (3) years and until their successors shall be elected and qualified. Commissioners may succeed themselves in office.

(c) Election of Commissioners at an annual meeting or in an annual vote shall be by the affirmative vote of at least a majority of the Participants entitled to vote present in person or by proxy at such meeting or voting in such annual vote. The election of any Commissioner (other than an individual who was serving as a Commissioner immediately prior to such election) pursuant to this Section 9.3 shall not become effective unless and until such person shall have (i) in writing accepted his election, (ii) agreed in writing to be bound by the terms of this Agreement and (iii) presented evidence in writing of the granting of an authorization by the Municipality with which he is affiliated as a Governing Body member or Municipal Employee, for him to serve as a Commissioner.

9.4 Resignation and Removal. Any Commissioner may resign (without need for prior or subsequent accounting) by an instrument in writing signed by him and delivered to the Chairman, the Vice Chairman or the Secretary (referred to in Section 9.7 hereof) and such resignation shall be effective upon such delivery, or at a later date according to the terms of the notice. Any of the Commissioners may be removed (provided that the aggregate number of Commissioners after such removal shall not be less than the minimum number required by Section 9.1 hereof) with cause, by the action of two-thirds of the remaining Commissioners. Upon the resignation or removal of a Commissioner, or his otherwise ceasing to be a Commissioner, he shall execute and deliver such documents as the remaining Commissioner shall require for the purpose of conveying to the Commission or the remaining Commissioners any Fund Property held in the name of the resigning or removed Commissioner. Upon the incapacity or death of any Commissioner, his legal representative shall execute and deliver on his behalf such documents as the remaining Commissioners shall require as provided in the preceding sentence.

9.5 Vacancies.

(a) The term of office of a Commissioner shall terminate and a vacancy shall occur in the event of the death, resignation, bankruptcy, adjudicated incompetence or other incapacity to exercise the duties of the office, or removal of a Commissioner. If a Commissioner who is a member of the Governing Body of a Municipality which is a Participant shall no longer be a member of such Governing Board or if the Municipality with which he is affiliated shall no longer be a Participant, such Person shall no longer be a Commissioner and a vacancy will be deemed to have occurred. If a Commissioner who is an Employee of a Municipality which is a Participant shall no longer be an Employee of such Municipality or if the Municipality with which he is affiliated shall no longer be a Participant, such Person shall, upon the expiration of a sixty (60) day period following the occurrence of such event, no longer be a Commissioner and a vacancy will be deemed to have occurred, unless such person shall have become an Employee of another Municipality which is a Participant within such sixty (60) day period and shall have presented evidence in writing of the granting of an authorization by the Municipality by which he is then employed for him to serve as a Commissioner.

(b) No such vacancy shall operate to annul this Agreement or to revoke any existing agency created pursuant to the terms of this Agreement. In the case of an existing vacancy (other than by reason of an increase in the number of Commissioners) at least a majority of the Participants entitled to vote, acting at any meeting or vote of the Participants called for the purpose, or a majority of the Commissioners continuing in office acting by resolution, may fill such vacancy, and any Commissioner so elected by the Commissioners shall hold office until the next annual meeting or vote of the Participants and until his successor has been elected and has qualified to serve as Commissioner.

(c) No such election or appointment as provided in this Section 9.5 shall become effective unless or until the new Commissioner shall have (i) accepted in writing his appointment, (ii) agreed to be bound by the terms of this Agreement and (iii) presented evidence in writing of the granting of an authorization by the Municipality with which he is affiliated as a Governing Body member or Employee for him to serve as a Commissioner.

9.6 Meetings.

(a) Meetings of the Commission shall be held from time to time upon the call of the Chairman, the Vice Chairman, the Secretary or any two Commissioners. Regular meetings of the Commissioners may be held without call or notice at a time and place fixed by the By-Laws or by resolution of the Commissioners. Notice of any other meeting shall be mailed or otherwise given not less than 48 hours before the meeting but may be waived in writing by any Commissioner either before or after such meeting. Any notice required by the Wisconsin Open Meetings Law (Wisconsin Statutes Sections 19.81 et seq.) shall also be given. The attendance of a Commissioner at a meeting shall constitute a waiver of notice of such meeting except where a Commissioner attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting has not been lawfully called or convened. The Commissioners may act with or, if permitted by applicable Law, without a meeting. A quorum for all meetings of the Commission shall be a majority of the

Commissioners; provided that any position on the Commission which is vacant shall not be counted in determining the presence of a quorum. Subject to Section 2.14 hereof and unless specifically provided otherwise in this Agreement, any action of the Commission may be taken at a meeting by a vote of a majority of the Commissioners present (a quorum being present) or, if permitted by applicable Law, without a meeting, by written consents of a majority of the Commissioners. Any agreement or other instrument or writing executed by one or more of the Commissioners or by any authorized Person shall be valid and binding upon the Commission and upon the Fund when authorized or ratified by action of the Commissioners as provided in this Agreement.

(b) Any committee of the Commissioners may act with or without a meeting. A quorum for all meetings of any such committee shall be a majority of the members thereof. Notice of such meeting, including such notice as may be required by the Wisconsin Open Meetings Law (Wisconsin Statutes Sections 19.81 et seq.), shall be given as provided in Section 9.6(a). Unless otherwise specifically provided in this Agreement, any action of any such committee may be taken at a meeting by vote of a majority of the members present (a quorum being present) or, without a meeting, by written consent of a majority of the members.

(c) With respect to actions of the Commission and any committee thereof, Commissioners who are affiliated within the meaning of Section 2.14 hereof or otherwise interested in any action to be taken may be counted for quorum purposes under this Section 9.6 and shall be entitled to vote.

(d) All or any one or more Commissioners may, if permitted by applicable Law, participate in a meeting of the Commission or any committee thereof by utilizing conference telephone or similar communications equipment by means of which all persons participating in the meeting, including members of the public, can hear each other and participation in a meeting pursuant to such communications shall constitute presence in person at such meeting. The minutes of any meeting of the Commission held by utilizing such communications equipment shall be prepared in the same manner as those of a meeting of the Commission held in person.

9.7 Officers. The Commissioners shall annually elect, from among their numbers, a Chairman who shall be the chief officer of the Commission and a Vice Chairman who shall have such duties as the Commission shall deem advisable and appropriate. The Commissioners may elect or appoint, from among their number or otherwise, or may authorize the Chairman to appoint a Treasurer and a Secretary, one or more Assistant Secretaries and Assistant Treasurers and such other officers or agents, who shall have such powers, duties and responsibilities as the Commissioners may deem to be advisable and appropriate. Two or more offices, except those of Chairman, Vice Chairman, Treasurer and Secretary, may be held by the same person. The Treasurer and the Secretary, if not themselves Commissioners, shall attend meetings of the Commission but shall have no voting power thereat.

9.8 By-Laws. The Commissioners may adopt and, from time to time, amend or repeal By-Laws for the conduct of the business of the Commission, and in such By-Laws,

among other things, may define the duties of the respective officers, agents, employees and representatives of the Commission and the Fund.

9.9 Committees. The Commissioners may elect from time to time from their own number committees consisting of one or more persons, the number composing such committees and the powers conferred upon the same to be determined by vote of the Commissioners.

ARTICLE X

Determination of Net Asset Value and Net Income; Distributions to Participants

10.1 Net Asset Value. The net asset value of each allocated Share of the Fund shall be determined once on each business day at such time as the Commission by resolution may determine. The method of determining net asset value shall be established by the Commission and shall be set forth in the Information Statement as the same may be amended from time to time or in the applicable Investment Pool Information Certificate of a Portfolio. The duty to make the daily calculations may be delegated by the Commission to the Advisor, the Administrator, the Custodian or such other Person as the Commission by resolution may designate.

The Commission may adopt different methods for the determination of the net asset value of different Portfolios. The method of determining the net asset value of each fixed term Portfolio will be set forth in the applicable Investment Pool Information Certificate. Notwithstanding the foregoing, daily determinations of the net asset value of fixed term Portfolios need not be made.

10.2 Constant Net Asset Value; Reduction of Allocated Shares.

(a) In furtherance and not in limitation of the provisions of Section 10.1, the Commission may designate that one or more Portfolios shall be governed by the provisions of this Section 10.2. The Commission shall have full and complete power to determine the net income (including unrealized gains and losses on the portfolio assets) of the Portfolio once on each business day as provided in Section 10.1 hereof and, upon each such determination such net income shall be credited proportionately to the accounts of the Participants in such a manner, and with the result, that the net asset value per Share of the Portfolio shall remain at a constant dollar value. The accounting method used for the determination of the net income of the Portfolio and the crediting thereof proportionately to the respective accounts of the Participants shall be determined by the Commission and shall be set forth in the Information Statement as the same may be amended from time to time or the applicable Investment Pool Information Certificate. The duty to make the daily calculations may be delegated by the Commission to the Adviser, the Administrator, the Custodian or such other Person as the Commission by resolution may designate. Fluctuations in value will be reflected in the number of Shares allocated to each Participant. If there is a net loss, the Commission shall first offset such amount against income accrued to each Participant. To the extent that such a net

loss exceeds such accrued income, the Commission shall reduce the aggregate number of the Portfolio's allocated Shares in an amount equal to the amount required in order to permit the net asset value per Share of the Portfolio to be maintained at a constant dollar value by having each Participant contribute to the Portfolio its pro rata portion of such number of Shares. Each Participant will be deemed to have agreed to such reduction in such circumstances by its investment in the Fund and the Portfolio and its adoption of this Agreement. The purpose of the foregoing procedure is to permit the net asset value per Share of the Fund and the Portfolios to be maintained at a constant dollar value per Share.

(b) The Commission may discontinue or amend the practice of attempting to maintain the net asset value per Share at a constant dollar amount at any time and such modification shall be evidenced by appropriate changes in the Information Statement or in the applicable Investment Pool Information Certificate.

10.3 Supplementary Distributions to Participants. In addition to withdrawals made at the request of individual Participants pursuant to Section 6.5 hereof, the Commission may from time to time also declare and make to the Participants, in proportion to their respective allocation of Shares, out of the earnings, profits or assets in the hands of the Commission, such supplementary distributions as it may determine. The declaration and making of such supplementary distributions and the determination of earnings, profits, and other funds and assets available for supplemental distributions and other purposes shall lie wholly in the discretion of the Commission and may be made at such time and in such manner as the Commission may in its sole discretion from time to time determine. Any or all such supplementary distributions may be made among the Participants of record at the time of declaring a distribution or among the Participants of record at such other date as the Commission shall determine.

10.4 Retained Reserves. The Commission may retain from the gross income of the Fund such amount as they may deem necessary to pay the debts and expenses of the Commission and to meet other obligations of the Commission and the Fund, and the Commission shall also have the power to establish such reasonable reserves as it believes may be required.

ARTICLE XI

Custodian

11.1 Duties. The Commission shall employ a bank or trust company organized under the Laws of the United States of America or the State of Wisconsin having an office in the State of Wisconsin as Custodian with authority as its agent, but subject to such restrictions, limitations and other requirements, if any, as may be contained in the By-Laws of the Commission to perform the duties set forth in the Custodian Agreement to be entered into between the Commission and the Custodian, or as may be imposed by Law. Any bank to be employed as Custodian must have capital and surplus aggregating at least twenty-five million dollars (\$25,000,000) and any trust company to be employed as Custodian must have capital and surplus aggregating at least one million dollars (\$1,000,000).

11.2 Appointment. The Commission shall have the power to select and appoint the Custodian for the Fund. The Custodian Agreement shall provide that it may be terminated at any time without cause and without the payment of any penalty by the Commission on sixty (60) days' written notice to the Custodian.

11.3 Custodian Agreement. In addition to containing such other provisions as the Commission may deem appropriate, the Custodian Agreement shall provide that all investments constituting Fund Property shall be held in safekeeping in the manner required by Law.

11.4 Agents of Custodian. The Commission may also authorize the Custodian to employ one or more agents from time to time to perform such of the acts and services of the Custodian and upon such terms and conditions, as may be agreed upon between the Custodian and such agent and approved by the Commission; provided, however, that, in every case, such agent shall be a bank or trust company organized under the Laws of the United States of America or one of the States thereof. Any bank to be employed as an agent of the Custodian must have capital and surplus aggregating at least twenty-five million dollars (\$25,000,000) and any trust company to be employed as an agent of the Custodian must have capital and surplus aggregating at least one million dollars (\$1,000,000).

11.5 Successors. In the event that, at any time, the Custodian shall resign or shall be terminated pursuant to the provisions of the Custodian Agreement, the Commission shall appoint a successor thereto.

11.6 Custodian as Depository for Participants. Each Participant hereby designates the Custodian as a depository for funds of the Participant.

11.7 Additional Custodians. The Commission may in its discretion employ one or more Custodians in addition to the Custodian referred to in Section 11.1. Such Additional Custodians shall be banks or trust companies organized under the Laws of the United States of America or the State of Wisconsin, and having an office in the State of Wisconsin. Any bank to be employed as an Additional Custodian must have capital and surplus aggregating at least twenty-five million dollars (\$25,000,000) and any trust company to be employed as an Additional Custodian must have capital and surplus aggregating at least one million dollars (\$1,000,000). Any such Additional Custodian shall perform such duties (including duties applicable only to designated Portfolios) as may be set forth in an agreement between the Commission and the Additional Custodian.

ARTICLE XII

Recording of Agreement

12.1 Recording. This Agreement and any amendment hereto shall be filed, recorded or lodged as a document of public record in such place or places and with such official or officials as may be required by Law or as the Commission may deem desirable. Each amendment so filed, recorded or lodged shall be accompanied by a certificate signed and

acknowledged by the Chairman and Secretary of the Commission stating that such action was duly taken in the manner provided for herein; and unless such amendment or such certificate sets forth some earlier or later time for the effectiveness of such amendment, such amendment shall be effective upon its filing. An amended Agreement, containing or restating the original Agreement and all amendments theretofore made, may be executed any time or from time to time by the Commission and shall, upon filing, recording or lodging in the manner contemplated hereby, be conclusive evidence of all amendments contained therein and may thereafter be referred to in lieu of the original Agreement and the various amendments thereto. Notwithstanding the foregoing provisions of this Section 12.1, no filing or recordation pursuant to the terms of this Section 12.1 shall be a condition precedent to the effectiveness of this Agreement or any amendment thereto.

ARTICLE XIII

Amendment or Termination of Fund; Duration of Fund

13.1 Amendment or Termination.

(a) The provisions of this Agreement may be amended or altered (except as to the limitations on personal liability of the Participants and Commissioners and the prohibition of assessments upon Participants), or the Fund may be terminated, at any meeting of the Participants or pursuant to any vote of the Participants called for that purpose, by the affirmative vote of a majority of the Participants entitled to vote, by resolution adopted by each of the Participants or, if permitted by applicable Law, by an instrument or instruments in writing, without a meeting, signed by a majority of the Commissioners and a majority of the Participants; provided, however, that the Commission may, from time to time by a two-thirds vote of the Commissioners, and after fifteen (15) days' prior written notice to the Participants, amend or alter the provisions of this Agreement, without the vote or assent of the Participants, to the extent deemed by the Commissioners in good faith to be necessary to conform this Agreement to the requirements of applicable Laws or regulations or any interpretation thereof by a court or other governmental agency of competent jurisdiction, but the Commissioners shall not be liable for failing so to do. Notwithstanding the foregoing, (i) no amendment may be made pursuant to this Section 13.1 which would change any rights with respect to any allocated Shares of the Fund by reducing the amount payable thereon upon liquidation of the Fund or which would diminish or eliminate any voting rights of the Participants, except with the vote or written consent of two-thirds of the Participants entitled to vote thereon; and (ii) no amendment may be made which would cause any of the investment restrictions contained in Section 4.2 hereof to be less restrictive without the affirmative vote of a majority of the Participants entitled to vote thereon.

(b) Upon the termination of the Commission and the Fund pursuant to this Section 13.1:

(i) The Commission shall carry on no business except for the purpose of winding up its affairs;

(ii) The Commission shall proceed to wind up the affairs of the Fund and all of the powers of the Commission under this Agreement shall continue until the affairs of the Fund shall have been wound up, including, without limitation, the power to fulfill or discharge the contracts of the Fund, collect its assets, sell, convey, assign, exchange, transfer or otherwise dispose of all or any part of the remaining Fund Property to one or more persons at public or private sale for consideration which may consist in whole or in part of cash, securities or other property of any kind, discharge or pay its liabilities, and do all other acts appropriate to liquidate its affairs; provided, however, that any sale, conveyance, assignment, exchange, transfer or other disposition of all or substantially all of the Fund Property shall require approval of the principal terms of the transaction and the nature and amount of the consideration by affirmative vote of not less than a majority of the Participants entitled to vote thereon; and

(iii) After paying or adequately providing for the payment of all liabilities, and upon receipt of such releases, indemnities and refunding agreements, as they deem necessary for their protection, the Commission may distribute the remaining Fund Property, in cash or in kind or partly in each, among the Participants according to their respective proportionate allocation of Shares.

(c) Upon termination of the Fund and distribution to the Participants as herein provided, a majority of the Commissioners shall execute and lodge among the records of the Commission an instrument in writing setting forth the fact of such termination, and the Commissioners shall thereupon be discharged from all further liabilities and duties hereunder, and the right, title and interest of all Participants shall cease and be cancelled and discharged.

(d) A certification in recordable form signed by a majority of the Commissioners setting forth an amendment and reciting that it was duly adopted by the Participants or by the Commissioners as aforesaid or a copy of the Agreement, as amended, in recordable form, and executed by a majority of the Commissioners, shall be conclusive evidence of such amendment.

13.2 Power to Effect Reorganization. If permitted by applicable law, the Commission, by vote or written approval of a majority of the Commissioners, may select, or direct the organization of, a corporation, association, trust or other Person with which the Commission may merge, or which shall take over the Fund Property and carry on the affairs of the Fund, and after receiving an affirmative vote of not less than a majority of the Participants entitled to vote at any meeting of the Participants, the notice for which includes a statement of such proposed action, the Commission may effect such merger or may sell, convey and transfer the Fund Property to any such corporation, association, trust or other Person in exchange for cash or shares or securities thereof, or beneficial interest therein with the assumption by such transferee of the liabilities of the Fund; and thereupon the Commission shall terminate the Fund and deliver such cash, shares, securities or beneficial interest ratably among the Participants of this Fund.

13.3 Duration. The Fund shall continue in existence in perpetuity, subject in all respects to the provisions of this Article XIII.

ARTICLE XIV

Miscellaneous

14.1 Governing Law. This Agreement is executed by the Initial Participants and delivered in the State of Wisconsin and with reference to the Laws thereof, and the rights of all parties and the validity, construction and effect of every provision hereof shall be subject to and construed according to the Laws of the State.

14.2 Counterparts. This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts, together, shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

14.3 Reliance by Third Parties. Any certificate executed by an individual who, according to the records of the Fund, or of any official or public body or office in which this Agreement may be recorded, appears to be a Commissioner hereunder or the Secretary or the Treasurer of the Commission, certifying to: (i) the number or identity of Commissioners or Participants; (ii) the due authorization of the execution of any instrument or writing; (iii) the form of any vote passed at a meeting of Commissioners or Participants or taken pursuant to a vote of Participants; (iv) the fact that the number of Commissioners or Participants present at any meeting or executing any written instrument satisfies the requirements of this Agreement; (v) the form of any By-Law adopted by or the identity of any officers elected by the Commissioners; or (vi) the existence of any fact or facts which in any manner relate to the affairs of the Commission and the Fund, shall be conclusive evidence as to the matters so certified in favor of any Person dealing with the Commission or the Fund and the successors of such Person.

14.4 Provisions in Conflict with Law. The provisions of this Agreement are severable, and if the Commission shall determine, with the advice of counsel, that any one or more of such provisions (the "Conflicting Provisions") are in conflict with applicable federal or Wisconsin Laws, the Conflicting Provisions shall be deemed never to have constituted a part of this Agreement; provided, however, that such determination by the Commission shall not affect or impair any of the remaining provisions of this Agreement or render invalid or improper any action taken or omitted (including, but not limited to, the election of Commissioners) prior to such determination.

14.5 Gender; Section Headings.

(a) Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa.

(b) Any headings preceding the texts of the several Articles and Sections of this Agreement and any table of contents or marginal notes appended to copies hereof, shall be solely for the convenience of reference and shall neither constitute a part of this Agreement nor affect its meaning, construction or effect.

14.6 Adoption by Municipalities Electing to Become Additional Participants;
Resignation of Participants.

(a) Any Municipality meeting the requirements of Section 1.2 hereof may become an additional Participant of the Fund by (i) taking any appropriate official action to adopt this Agreement, (ii) furnishing the Commission with satisfactory evidence that such official action has been taken, and (iii) if requested by the Commission, providing the Commission with an opinion of counsel to the effect that such party desiring to become a Participant of the Fund is a Municipality as defined herein. A copy of this Agreement may be adopted by executing a written instrument of adoption in such form as may be prescribed by the Commission. Delivering an acknowledged copy of such instrument shall constitute satisfactory evidence of the adoption contemplated by this Section 14.6.

(b) Any Participant may resign and withdraw from the Fund by sending a written notice to such effect to the Chairman of the Commission and the Administrator and by requesting the withdrawal of all funds then credited to its account within the Fund. The written notice shall be in the form of a certified resolution of the Governing Body of the Participant, stating the Governing Body's intention to resign from the Fund. Such resignation and withdrawal shall become effective upon the receipt thereof by the Chairman of the Commission and the Administrator. No resignation and withdrawal by a Participant shall operate to annul this Agreement or terminate the existence of the Fund.

(c) A Participant's right to participate in the Fund may be terminated by majority vote of the Commissioners, if the Commission finds that such Participant's use of the Fund is not in the best interest of the Participants of the Fund as a whole. Upon adoption of such a resolution terminating a Municipality's right to participate in the Fund, all moneys credited to such Municipality's account within the Fund shall be withdrawn and transferred to the Municipality.

Information Regarding Execution

The Intergovernmental Cooperation Agreement Relating to the Wisconsin School District Liquid Asset Fund was executed on behalf of the respective Initial Participants as of June 1, 1988.



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

86.

MEETING DATE: November 21, 2013

SUBJECT: Temporary Street Closure Ordinance
DATE SUBMITTED: November 14, 2013
SUBMITTED BY: Joshua Schoemann, Village Administrator

POLICY QUESTION:

SHOULD THE VILLAGE BOARD ADOPT A TEMPORARY STREET CLOSURE ORDINANCE?

ISSUE SUMMARY:

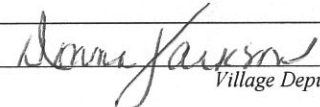
At the October 17, 2013 meeting of the Village Board, the Board directed Village Staff to draft and finalize a Temporary Street Closure ordinance, aimed at creating a formal process for the administration of certain special events. Included in this direction was a request by the Board to solicit input from Bill Neureuther, chairman of the St. Gabriel's Run/Walk committee, an organization that would annually utilize such a process.

After carefully considering this matter, in consultation with the feedback provided by Mr. Neureuther, Staff has drafted the attached ordinance for your consideration tonight. This ordinance provides a licensing process, along with specific requirements for the information and approvals needed in order to host such an event. At the same time, the ordinance provides sufficient flexibility to allow the event organizer to plan and carry out their event without Village Staff imposing inflexible requirements upon them. Specifically, this ordinance will require the event organizer to lay out a precise route, public information and event plan, but in a way that fits their needs, while addressing the concerns of the Village.

If it pleases the Board to approve this ordinance, at the December 19 or January 23 meeting of the Village Board, the Board will be asked to approve a fee schedule amendment to create a \$50 license fee for a Temporary Street Closure License.

FISCAL IMPACT:

REVIEWED BY:


Village Deputy Treasurer

Initial Project Costs: N/A
Future Ongoing Costs: Administrative
Physical Impact (on people/space): N/A
Residual or Support/Overhead/Fringe Costs: Administrative

ATTACHMENTS:

1. October 27, 2013 e-mail from Mr. Neureuther
2. Proposed Temporary Street Closure Ordinance
3. October 17, 2013 Packet Materials

STAFF RECOMMENDATION:

Motion to approve Ordinance 2013-11-1 an ordinance to create section 324-21 of the Village of Richfield code of ordinances related to temporary street closures, with the understanding that Village Staff will propose a fee schedule change, creating a \$50 fee for the associated license, at an upcoming Board meeting.

APPROVED FOR SUBMITTAL BY:

VILLAGE CLERK USE ONLY
BOARD ACTION TAKEN



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

MEETING DATE: November 21, 2013

SUBJECT: Temporary Street Closure Ordinance

DATE SUBMITTED: November 14, 2013

SUBMITTED BY: Joshua Schoemann, Village Administrator

CF

Village Staff Member

JS

Village Administrator

Resolution No. _____

Ordinance No. _____

Approved _____


Other _____

Continued To: _____

Referred To: _____

Denied _____

File No. _____

From: 
Sent: Sunday, October 27, 2013 8:22 AM
To: Joshua Schoemann
Cc: John Jeffords
Subject: Re: Proposed Street Closure Ordinance

Categories: Red Category

Josh thanks for getting me a copy. First of all congratulations on your new position with Washington County. For years I also felt Richfield was left out in the cold with many things that pertained to the county. I guess part of the reason being we are located in the southern part of the county. IT is nice to know that someone who knows and respects Richfield will now be in a position of authority with the County. You certainly should be familiar with our Village after working here since 2010. The best of luck to you and thanks for all you did for Richfield.

Here are a couple of comments regarding the ordinance. I think this is a good idea so organizations and others know what to expect when applying, Not having to go to the Village Board and Plan Commission at the start is also a good idea.

1. Does it need to state that County Roads within the Village would be under their jurisdiction and the Village of R D(3) The block or interse.....should it ask for a map to be provided as well. That way there is no confusion D(8) Whether any.... what if food beverage is sold on a site other than the street blocked off. Does it need to be mentioned. We gave or sold things in the school building.

Under D - Application does the following need to be considered:

1. Plans for blocking off the intersections. Who will be doing it and how many?
2. What barricades, etc. will be needed to close off the streets.
3. How will the public be notified of the closing. (Cable TV) letters put in journal boxes and how far in advance.
4. Should the fire dept. sign off on each application so they are then notified.

G-Standard of Issuance

6 The temporary street closure will not unduly.....responding to a fire do you want to add or delay road construction

Timing:

I would think we would want them to apply 45-60 days before the event and to be notified 30 days in advance as a minimum. We all know many will wait until last minute or plead ignorance of the time frame. That will also give them time to appeal it to the Village Board, etc. I know it says the Clerk can waive the time requirement, but I think more time should be given for the minimum.

If an annual event does it have to mention that approval is needed each year it is held?

Otherwise it looks pretty fair to me. If a hearing is held let me know and I would either testify on its behalf or send a letter of support for it.

Thanks
Bill Neureuther

-----Original Message-----

From: Joshua Schoemann <administrator@richfieldwi.gov>
To: Bill Neureuther
Cc: John Jeffords <villagepresident@richfieldwi.gov>
Sent: Fri, Oct 18, 2013 8:36 am
Subject: Proposed Street Closure Ordinance

AN ORDINANCE TO CREATE SECTION _____ OF THE VILLAGE OF RICHFIELD
CODE OF ORDINANCES RELATED TO TEMPORARY STREET CLOSURES

WHEREAS, the Village Board of the Village of Richfield has a strong desire to inform and engage the public regarding events that may impact their neighborhood; and

WHEREAS, events which require a temporary street closure have both a tangible and intangible impact on the citizens of such effected neighborhoods; and

WHEREAS, such standards are an important tool in maintaining the roads, streets and right of ways throughout the Village of Richfield,

NOW, THEREFORE, the Village Board of the Village of Richfield, Washington County, Wisconsin, does hereby ordain as follows:

Section 1. Chapter 324 entitled "Streets and Sidewalks" Section 324-21 entitled "Temporary Street Closures", is created to read as follows:

324-21 Temporary Street Closures.

A. Definitions.

Temporary Street Closure. For the purpose of this chapter, a Temporary Street Closure shall mean a block party, parade, local special event, festival, celebration, concert, or any similar occurrence conducted within the Village that reasonably anticipates closure of the public right-of-way to limited or no vehicular traffic for some specified period of time.

B. License Requirements.

No person, firm, corporation or organization shall participate in, advertise for or in any way promote, organize, control, manage, solicit, or induce participation in a temporary street closure unless a license has first been obtained from the Village Clerk. No person, firm, corporation or organization shall violate any of the terms of this subchapter or the terms or conditions of any license issued for a temporary street closure. No person, firm, corporation or organization may join or participate in any permitted activity under this subchapter over the objection of the license holder or in any way interfere with the progress or orderly conduct of the temporary street closure.

C. Fees.

The temporary street closure fee shall be established by resolution by the Village Board from time to time and shall be added to the comprehensive fee schedule.

D. Application

An application for a license for a temporary street closure shall be made upon a form provided by the Village Clerk and shall contain the following information:

- (1) The name, residence, business address, and phone number of each person and organization sponsoring the temporary street closure. If an organization, the application shall contain the names, residence and business addresses, and phone numbers of the president or chairman thereof and all other persons:
 - (a) Having an interest or position of management or control such organization;
 - (b) Who are or will be engaged in organizing, promoting, controlling, managing or soliciting participation in such temporary street closure;
- (2) The date, or dates, and beginning and ending hours of such temporary street closure;
- (3) The block or intersection in which such closure will occur
- (4) The estimated number of persons who will participate in the event requiring the temporary street closure;
- (5) The purpose of the temporary street closure;
- (6) Whether parking is requested to be restricted or prohibited during such closure;
- (7) Whether any sound amplification equipment is proposed to be used, and if so, information describing such sound amplification. No sound amplification equipment shall be used in any way contrary to the applicable village ordinances on sound amplification equipment;
- (8) Whether or not charity, gratuity, or offerings will be solicited or accepted, or sales of food, beverages or other merchandise will occur;
- (9) Whether such temporary street closure will occupy all or only a portion of the street or intersection involved;
- (10) Such other information as the Village Clerk or designee deems reasonably necessary
- (11) List of affected properties and plan for inform the same

E. Application, Time of Filing.

The application shall be filed not less than 45 days prior to the scheduled date of such temporary street closure. Failure to file on time will constitute denial of a license.

F. Conditions Imposed.

Any license granted under this chapter may contain conditions reasonably calculated to reduce or minimize the dangers and hazards to vehicular or pedestrian traffic and the public health, safety, tranquility, morals and welfare, including, but not limited to, changes in time, duration, number of participants, or noise levels and in the event that the event is intended to attract person who do

not reside in the immediate area, the Village Clerk or designee shall also require insurance indemnification by the applicant.

G. Standards of Issuance.

The Village Clerk or designee shall consider the following and all other information available to him/her when determining whether, in his or her discretion, to issue a license for temporary street closure:

(1) The applicant has not knowingly and with intent to deceive made any false, misleading or fraudulent statements of material fact in the application for a license or in any other document required pursuant to this subchapter.

(2) The applicant has met the standards in this subchapter and paid in advance any fee required and agrees to such conditions as are imposed by the license.

(3) The time, duration and size of the temporary street closure will not substantially disrupt the orderly and safe movement of other traffic.

(4) The temporary street closure is of a site or nature such that it will not require the diversion of so great a number of public safety personnel of the village as to prevent normal service to the village.

(5) The concentration of persons will not unduly interfere with proper fire and police protection of or ambulance service to, areas contiguous to such street closure.

(6) The temporary street closure will not unduly interfere with the movement of firefighting equipment responding to a fire.

(7) The temporary street closure will not unduly interfere with the orderly operation of parks, hospitals, churches, schools or other public and quasi-public institutions in the village.

The Public Works Supervisor, Fire Chief and Washington County Sheriff's Deputy shall consider each application, and shall sign off on the issuance of a license for temporary street closure, prior to issuance by the Village Clerk.

H. Notice of Issuance or Denial

Written notice of the issuance or denial of a license shall be provided to the applicant within 20 days of receipt of an application. If a license is denied, said written notice shall state the reasons for denial. The Village Clerk may place certain conditions of approval on such issuance of a license, to ensure the orderly administration of the temporary street closure.

I. Appeal

Upon the denial of a license by the Village Clerk or designee, the applicant may appeal to the Village Board

J. Waiver of Limitations

For good cause shown, the Village Clerk or designee may waive the time limitation established for filing an application or for filing an appeal.

K. Revocation

Any license for a temporary street closure issued pursuant to this subchapter may be revoked by the Village Clerk or designee at any time when by reason of emergency disaster, calamity, disorder, riot, extreme traffic conditions, violation of this subchapter or of any license conditions or undue burden on public services, he/she determines, in his or her discretion, that the health, safety, tranquility, morals or welfare of the public or the safety of any property requires such revocation. Notice of revocation of a license shall be delivered in writing to at least one person named upon the license by personal service or by certified mail, or if the closure has commenced, orally, or in writing, by personal contact or service, or by telephone. Continuance of a temporary street closure after such notice has been delivered is unlawful.

Section 2. This ordinance shall become effective upon passage and posting.

Section 3. Several sections of this ordinance are declared to be severable. If any section or portion thereof shall be declared by a court of competent jurisdiction to be invalid, unlawful, or unenforceable, such decision shall apply only to the specific section or portion thereof directly specified in the decision, and shall not affect the validity of any other provisions, sections, or portions thereof of the ordinance. The remainder of the ordinance shall remain in full force and effect. Any other ordinances whose terms are in conflict with the provisions of this ordinance are hereby repealed as to those terms that conflict.

Passed and adopted this 21 day of November, 2013.

John Jeffords, President

Joshua Schoemann, Administrator/Clerk



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

7f

MEETING DATE: October 17, 2013

SUBJECT: Temporary Street Closure Ordinance
DATE SUBMITTED: October 9, 2013
SUBMITTED BY: Joshua Schoemann, Village Administrator

POLICY QUESTION:

SHOULD THE VILLAGE BOARD DIRECT STAFF TO BRING A TEMPORARY STREET CLOSURE ORDINANCE UP FOR DISCUSSION/ACTION AT THE NOVEMBER VILLAGE BOARD MEETING?

ISSUE SUMMARY:

At the November 2012 meeting of the Village Board, St. Gabriel Parish requested Board approval for the fifth annual St. Gabriel Parish Run/Walk. As part of this discussion Staff recommended that in the near future the Board consider legislation, codifying a more formalized process and procedure for such requests. Following this discussion, and now nearly a year removed, Staff has developed the attached proposed Temporary Street Closure ordinance for your consideration tonight. In addition, you will also find an alternative ordinance at the end of the November 2012 packet, from Fitchburg, WI.

If it pleases the Board, upon general consent, Staff will prepare the ordinance for final approval at the November meeting of the Village Board.

FISCAL IMPACT:

REVIEWED BY: Donna Johnson
Village Deputy Treasurer

Initial Project Costs: N/A
Future Ongoing Costs: Administrative
Physical Impact (on people/space): N/A
Residual or Support/Overhead/Fringe Costs: Administrative

ATTACHMENTS:

1. Proposed Temporary Street Closure Ordinance
2. November 06, 2012 Packet Materials

STAFF RECOMMENDATION:

None.

APPROVED FOR SUBMITTAL BY:

[Signature]
Village Staff Member
[Signature]
Village Administrator

VILLAGE CLERK USE ONLY
BOARD ACTION TAKEN

Resolution No. _____
Ordinance No. _____
Approved _____
Other _____

Continued To: _____
Referred To: _____
Denied _____
File No. _____

ORDINANCE 2013-~~10~~-1

**AN ORDINANCE TO CREATE SECTION _____ OF THE VILLAGE CODE RELATED
TO TEMPORARY STREET CLOSURES**

WHEREAS, the Village Board of the Village of Richfield has a strong desire to inform and engage the public regarding events that may impact their neighborhood; and

WHEREAS, events which require a temporary street closure have both a tangible and intangible impact on the citizens of such effected neighborhoods; and

WHEREAS, such standards are an important tool in maintaining the roads, streets and right of ways throughout the Village of Richfield,

NOW, THEREFORE, the Village Board of the Village of Richfield, Washington County, Wisconsin, does hereby ordain as follows:

Section 1. Chapter 324 entitled "Streets and Sidewalks" Section 324-21 entitled "Temporary Street Closures", is created to read as follows:

324-21 Temporary Street Closures.

A. Definitions.

Temporary Street Closure. For the purpose of this chapter, a Temporary Street Closure shall mean a block party, parade, local special event, festival, celebration, concert, or any similar occurrence conducted within the Village that reasonably anticipates closure of the public right-of-way to limited or no vehicular traffic for some specified period of time.

B. License Requirements.

No person, firm, corporation or organization shall participate in, advertise for or in any way promote, organize, control, manage, solicit, or induce participation in a temporary street closure unless a license has first been obtained from the Village Clerk. No person, firm, corporation or organization shall violate any of the terms of this subchapter or the terms or conditions of any license issued for a temporary street closure. No person, firm, corporation or organization may join or participate in any permitted activity under this subchapter over the objection of the license holder or in any way interfere with the progress or orderly conduct of the temporary street closure.

C. Fees.

The temporary street closure fee shall be established by resolution by the Village Board from time to time and added to the comprehensive fee schedule.

D. Application

An application for a license for a temporary street closure shall be made upon a form provided by the Village Clerk and shall contain the following information:

- (1) The name, residence, business address, and phone number of each person and organization sponsoring the temporary street closure. If an organization, the application shall contain the names, residence and business addresses, and phone numbers of the president or chairman thereof and all other persons:
 - (a) Having an interest or position of management or control such organization;
 - (b) Who are or will be engaged in organizing, promoting, controlling, managing or soliciting participation in such temporary street closure;
- (2) The date, or dates, and beginning and ending hours of such temporary street closure;
- (3) The block or intersection in which such closure will occur
- (4) The estimated number of persons who will participate in the event requiring the temporary street closure;
- (5) The purpose of the temporary street closure;
- (6) Whether parking is requested to be restricted or prohibited during such closure;
- (7) Whether any sound amplification equipment is proposed to be used, and if so, information describing such sound amplification. No sound amplification equipment shall be used in any way contrary to the applicable village ordinances on sound amplification equipment;
- (8) Whether or not charity, gratuity, or offerings will be solicited or accepted, or sales of food, beverages or other merchandise will occur;
- (9) Whether such temporary street closure will occupy all or only a portion of the street or intersection involved;
- (10) Such other information as the Village Clerk or designee deems reasonably necessary
- (11) List of affected properties and plan for inform the same

E. Application, Time of Filing.

The application shall be filed not less than 30 days prior to the scheduled date of such temporary street closure. Failure to file on time will constitute denial of a license.

F. Conditions Imposed.

Any license granted under this chapter may contain conditions reasonably calculated to reduce or minimize the dangers and hazards to vehicular or pedestrian traffic and the public health, safety, tranquility, morals and welfare, including, but not limited to, changes in time, duration, number of participants, or noise levels and in the event that the event is intended to attract person who do

not reside in the immediate area, the Village Clerk or designee shall also require insurance indemnification by the applicant.

G. Standards of Issuance.

The Village Clerk or designee shall consider the following and all other information available to him/her when determining whether, in his or her discretion, to issue a license for temporary street closure:

(1) The applicant has not knowingly and with intent to deceive made any false, misleading or fraudulent statements of material fact in the application for a license or in any other document required pursuant to this subchapter.

(2) The applicant has met the standards in this subchapter and paid in advance any fee required and agrees to such conditions as are imposed by the license.

(3) The time, duration and size of the temporary street closure will not substantially disrupt the orderly and safe movement of other traffic.

(4) The temporary street closure is of a site or nature such that it will not require the diversion of so great a number of public safety personnel of the village as to prevent normal service to the village.

(5) The concentration of persons will not unduly interfere with proper fire and police protection of or ambulance service to, areas contiguous to such street closure.

(6) The temporary street closure will not unduly interfere with the movement of firefighting equipment responding to a fire.

(7) The temporary street closure will not unduly interfere with the orderly operation of parks, hospitals, churches, schools or other public and quasi-public institutions in the village.

H. Notice of Issuance or Denial

Written notice of the issuance or denial of a license shall be provided to the applicant within 20 days of receipt of an application. If a license is denied, said written notice shall state the reasons for denial.

I. Appeal

Upon the denial of a license by the Village Clerk or designee, the applicant may appeal to the Village Board

J. Waiver of Limitations

For good cause shown, the Village Clerk or designee may waive the time limitation established for filing an application or for filing an appeal.

K. Revocation

Any license for a temporary street closure issued pursuant to this subchapter may be revoked by the Village Clerk or designee at any time when by reason of emergency disaster, calamity,

disorder, riot, extreme traffic conditions, violation of this subchapter or of any license conditions or undue burden on public services, he/she determines, in his or her discretion, that the health, safety, tranquility, morals or welfare of the public or the safety of any property requires such revocation. Notice of revocation of a license shall be delivered in writing to at least one person named upon the license by personal service or by certified mail, or if the closure has commenced, orally, or in writing, by personal contact or service, or by telephone. Continuance of a temporary street closure after such notice has been delivered is unlawful.

Section 2. This ordinance shall become effective upon passage and posting.

Section 3. Several sections of this ordinance are declared to be severable. If any section or portion thereof shall be declared by a court of competent jurisdiction to be invalid, unlawful, or unenforceable, such decision shall apply only to the specific section or portion thereof directly specified in the decision, and shall not affect the validity of any other provisions, sections, or portions thereof of the ordinance. The remainder of the ordinance shall remain in full force and effect. Any other ordinances whose terms are in conflict with the provisions of this ordinance are hereby repealed as to those terms that conflict.

Passed and adopted this _____ day of _____, 2013.

John Jeffords, President

Joshua Schoemann, Administrator/Clerk



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

6d.

MEETING DATE: November 15, 2012

SUBJECT: St Gabriel Parish Run/Walk

DATE SUBMITTED: November 06, 2012

SUBMITTED BY: Joshua Schoemann, Village Administrator

POLICY QUESTION

SHOULD THE VILLAGE BOARD AUTHORIZE THE USE OF VARIOUS VILLAGE ROADS FOR THE PURPOSE OF A NONPROFIT FUNDRAISING EVENT?

ISSUE SUMMARY

Please see the attached request from St. Gabriel Parish. This is the fifth year for this event.

The Village has not received any complaints in the past couple of years. However, you should note that the Parish is requesting a change of the route back to the location it had been in the first two years. The event was moved in the third year as there had been complaints regarding the initial route. Village Officials have been informed that event coordinators planned to communicate their intent to move the route back, and given that there is no permitting process for this use, residents along the route have not been notified beyond the normal agenda posting.

To create a process for these types of requests in the future, Staff is also recommending the creation of legislation to permit such requests. For consideration of the proper allocation of Staff time on such an effort, attached is a sample ordinance/permit which would address this deficiency. Such an ordinance could regulate both neighborhood events, as well as larger scale events such as the run/walk.

FISCAL IMPACT:

REVIEWED BY:

Village Deputy Treasurer

Initial Project Costs: None

Future Ongoing Costs: None

Physical Impact (on people/space): None

Residual or Support/Overhead/Fringe Costs: None

ATTACHMENTS:

1. October 14, 2012 Letter from event organizer
2. October 28, 2012 E-mail from event organizer
3. Fitchburg Street Use Ordinance
4. Fitchburg Street Use Permit Application

STAFF RECOMMENDATION:

Motion to approve the St. Gabriel Parish Run/Walk on April 20, 2012, with the understanding that letters be sent to the adjoining property owners, in the next 30 days, by the event coordinator, informing them of the Village Board approval of the event, along with the date, location and estimated duration of any road closures during the event.

APPROVED FOR SUBMITTAL BY:

Village Staff Member

Village Administrator

VILLAGE CLERKS USE ONLY
BOARD ACTION TAKEN

Resolution No. _____
Ordinance No. _____
Approved _____
Other _____

Continued To: _____
Referred To: _____
Denied _____
File No. _____

October 14, 2012

Village of Richfield
Attn: Joshua Schoemann, Village Administrator
4128 Hubertus Road
Hubertus, WI 53033

Re: Change in route for 2013 Scenic Run & Walk

Dear Mr. Schoemann:

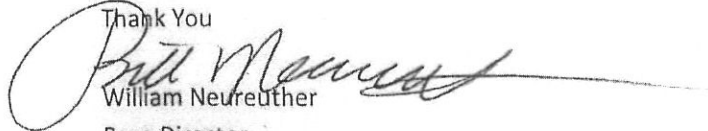
The St. Gabriel Scenic Run & Walk will be holding it's 5th annual 5K run and 2 mile walk on Saturday April 20, 2013 at 9 a.m. I would ask that you put us on the November Village Board agenda if possible.

We would like to go back to the course that we used in our first year, which would be as follows:

1. Leave the St. Gabriel School Property
2. Go South on Scenic Road
3. Go through Oakwood Manor for walkers
4. Go through Heather Hill for runners
5. Go through Timber Ridge for runners
6. Go east then on Hubertus Road with the finish line in front of Johnny Manhattan's.

We would need to block off Hubertus Road between Hillside and Scenic for approximately 1 hour. I will go into more detail at the meeting and get you materials before the meeting if you would like for agenda packets.

Thank You



William Neureuther

Race Director



From: [REDACTED]
Sent: Sunday, October 28, 2012 8:19 PM
To: Joshua Schoemann
Subject: Re: Scenic Run/Walk
Attachments: scenicrunwal2012map0001.bmp; proposed2013scenicrunwalkcourse0001.bmp

Josh see attached maps. All races start on the back drive at St. Gabriel School.

The route we want to use this year would be south on Scenic Road, then right on Hickory Hill Pkwy through that subdivision and then right on Timberstone Way and then right on Hickory Hill Pkwy again to Hubertus Road. Turn Right on Hubertus Rd until finish line by Johnny Manhattans -on Hubertus Rd.

We would need to block off Hubertus Rd between Hillside and Scenic (approximately 45-60 minutes and block off Scenic Rd. between Hubertus and Bark Lake Road approximately 45-60 minutes. There will be water stations at the 1 and 2 mile for the run and we will have volunteers at all intersections.

We normally borrow orange vests and barricades from the Village.

Josh any questions please feel free to call me at [REDACTED] If maps don't turn out ok let me know and I will drop them off at Village Hall for you.

Our reason for seeking a change is to give runners a different look. This was used the first two years I believe until a person living in Hickory Hill circulated a petition against it.

Thanks

Bill Neureuther

Race Director.

-----Original Message-----

From: Joshua Schoemann <administrator@richfieldwi.gov>

To: Bill Neureuther <[REDACTED]>

Sent: Thu, Oct 25, 2012 8:46 am

Subject: Scenic Run/Walk

Bill,

I received the attached letter regarding the request for a change in route for the 2013 Scenic Run/Walk. I have added the matter to my list of items for the November Village Board agenda, per your request. I will be in communication with President Jeffords sometime next week regarding the agenda, and upon his approval will formally add the matter to the agenda. If the November agenda does not accommodate the matter, I will be sure to place it on the December 06 Committee of the Whole agenda for discussion purposes.

In the meantime, I will gladly take you up on your offer to provide more detailed materials for the agenda packet. The sooner you could get those materials to me, the better. The first thing that comes to mind is a map of both the current route, and the proposed (or in this case, the previous) map. I am sure there are other items which would help the Board in making a determination, but I can't think of what those might be just yet.

In any case, I will be in touch in the coming weeks to let you know which agenda this matter will be on.

Thank you for bringing this matter to the Board with plenty of time to consider the matter.

Sincerely,

Joshua Schoemann

Village Administrator

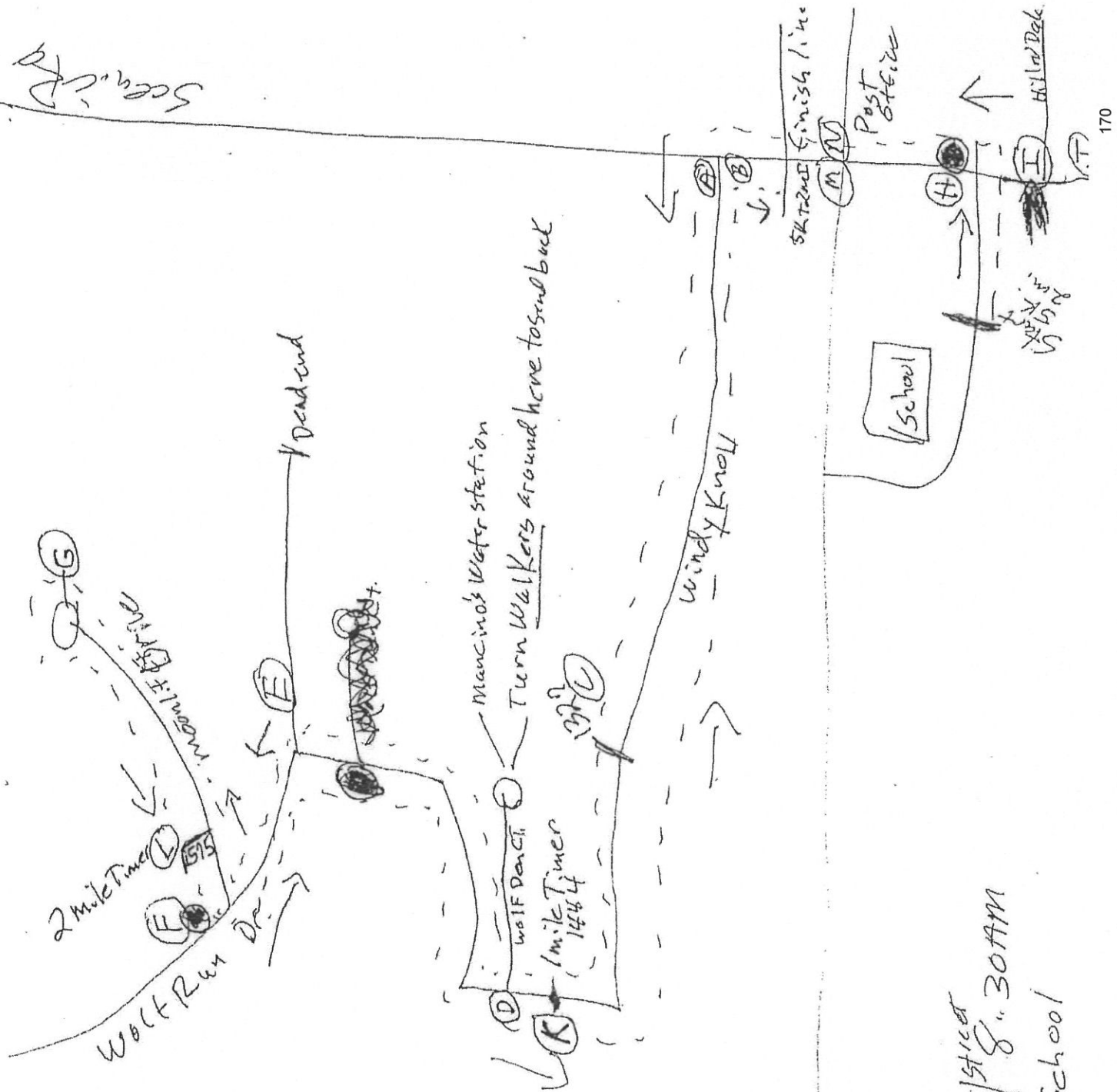
www.richfieldwi.gov

(262)-628-2260 (o)

(262)-628-2984 (f)

This message originates from the Village of Richfield. It contains information that may be confidential or privileged and is intended only for the individual named above. It is prohibited for anyone to disclose, copy, distribute or use the contents

Scenic Run + Walk Course - 5K + 2MT 2012



Hubert Rd.

- At power station / street
- (timers) meet at School

Village
Barricades

Scenic + Bark Lake

Scenic + Hubertus Rd

Hubertus + Hillside

Country Highlands + Scenic

Hill + Dulles + Scenic

Large Volunteers

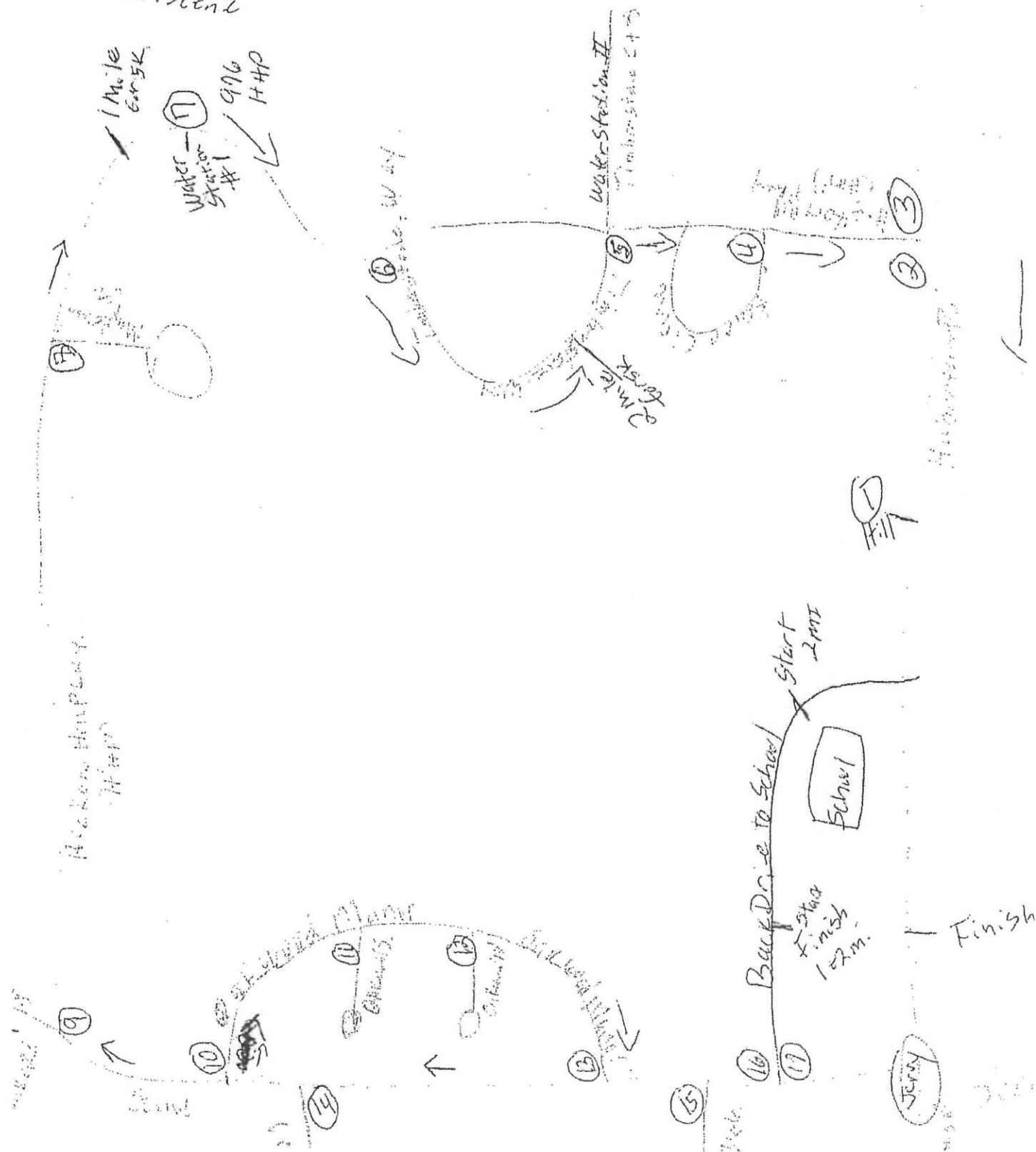
Water Station

~~April 25~~

Proposed 2013

Scenic Run Walk

Ken
#5
17



DIVISION 2. - SPECIAL EVENT PERMITS

Sec. 27-46. - Purpose.

Sec. 27-47. - Application.

Sec. 27-48. - Time frame.

Sec. 27-49. - Representatives to appear before public safety and human services committee.

Sec. 27-50. - Procedure.

Sec. 27-51. - Additional requirements for large-scale events.

Sec. 27-52. - Termination of street use permit.

Sec. 27-53. - Acts, activities subject to forfeiture.

Sec. 27-54. - Fees.

Secs. 27-55—27-81. - Reserved.

Sec. 27-46. - Purpose.

The streets under the jurisdiction of the city are primarily for the use of the public in the ordinary way. However, under proper circumstances, the public safety and human services committee may grant a permit for street use, subject to reasonable regulation and control. Therefore, this division is enacted to regulate and control the use of streets to the end that the health, safety and general welfare of the public and the good order of the city can be protected and maintained.

(Comp. Ord. 2009, § 25.20(1))

Sec. 27-47. - Application.

Persons or groups desiring to use city streets for special events shall make written application for a street use permit on a form provided by the city clerk and file with the city clerk. The application shall set forth the following information:

- (1) The name, address and telephone number of the applicant or applicants.
- (2) If the proposed street use is to be conducted for, on behalf of, or by an organization, the name, address and telephone number of the headquarters of the organization and of the authorizing responsible heads of such organization.
- (3) The name, address and telephone number of the person who will be responsible for conducting the proposed use of the street.
- (4) The date and duration of time for which the requested use of the street is proposed to occur.
- (5) An accurate description of that portion of the street proposed to be used.
- (6) The number of persons for whom use of the proposed street area is requested.
- (7) The proposed use, described in detail, for which the street use permit is requested.

(Comp. Ord. 2009, § 25.20(2))

Sec. 27-48. - Time frame.

- (a) Applications to close three or more blocks of streets, or 1,200 or more feet, must be submitted not less than two months prior to the date of the proposed event. Applications to close less than three blocks of streets, or less than 1,200 feet, shall be submitted not less than 30 days prior to the date of the proposed event. If the time frame is not met, the permit will not be granted.
- (b) Neighborhood events using but not closing streets shall register with the city clerk not less than two weeks prior to event. After registration is forwarded to and response received from necessary city staff, the clerk shall notify the registrant of the staff determination. If approved, no further action is necessary. If denied, the registrant may appeal as stated in section 27-50(c).

(Comp. Ord. 2009, § 25.20(3))

Sec. 27-49. - Representatives to appear before public safety and human services committee.

The person or representative of the group making application for a street use permit shall appear before the public safety and human services committee, prior to the granting of said street use permit to provide any additional information which is reasonably necessary to make a fair determination as to whether a permit should be granted.

(Comp. Ord. 2009, § 25.20(4))

Sec. 27-50. - Procedure.

- (a) *Distribution of copies.* Upon receipt of a street use permit application, the city clerk shall immediately forward copies of the application to the police, fire and public works departments and to the public safety and human services committee of the common council. The clerk's office shall review the application and determine all affected residences. Complete notice of the request, along with public safety and human services committee meeting information, shall be sent to all parties affected.
- (b) *Committee review and decision.* The public safety and human services committee shall review the reports of the police, fire and public works departments and evaluate the application. Based upon the committee's evaluation, the committee shall either approve or deny the application in writing and may impose special conditions, provisions or requirements, if any.
- (c) *Appeal.* Any person aggrieved by a decision of the committee may appeal to the common council by filing a notice of appeal with city clerk within ten days of the decision of the committee, stating the basis of the appeal. The common council may by majority vote reverse or modify the decision of the committee.

(Comp. Ord. 2009, § 25.20(5))

Sec. 27-51. - Additional requirements for large-scale events.

- (a) *Cleaning and sanitation charges.* The applicant shall agree to pay within 20 days of billing those costs incurred by the city for cleaning and sanitation services and delivery and pick-up of barricades as determined by the director of public works and presented in writing to the applicant.
- (b) *Performance bond.* The applicant may be required to furnish a performance bond prior to being granted a permit.
- (c) *Insurance.* For special events involving use of the streets for travel of any kind, the applicant shall agree to indemnify, defend and hold the city and its employees and agents harmless against all claims, liability, loss, damage or expense incurred by the city on account of any

injury to or death of any person or damage to property caused by or resulting from the activities for which the permit is granted and shall secure this agreement by furnishing a certificate of comprehensive general liability insurance on a form provided by the city clerk naming the city, its employees and agents as additional insured. The insurance shall include coverage for contractual liability and property damage with minimum limits of \$1,000,000.00 combined single limits per occurrence. The certificate of insurance shall provide a 30-day written notice to the city upon cancellation, nonrenewal or material change in the policy.

- (d) *Meeting with street use committee.* The applicant must also meet with the street use committee, which consists of the city clerk, chief of police, and director of public works, or their designees, at least 45 days prior to the event.
- (e) *Notification of affected residents.* The applicant is required to notify all affected property owners of the event 30 days prior to occurrence.

(Comp. Ord. 2009, § 25-20(4))

Sec. 27-52. - Termination of street use permit.

A street use permit for an event in progress may be terminated by the city police department if the health, safety and welfare of the public appears to be endangered by activities generated as a result of the event or the event is in violation of any of the conditions of the permit.

(Comp. Ord. 2009, § 25-20(7))

Sec. 27-53. - Acts, activities subject to forfeiture.

- (a) Any person who shall do any of the following shall upon conviction be subject to forfeiture as specified in section 70-309
 - (1) Hold, sponsor or be in charge of any activity for which a street use permit is required without possessing a valid street use permit.
 - (2) Violate any condition placed upon a street use permit.
 - (3) Provide false or inaccurate information on a written application for a street use permit.
- (b) Each day of violation shall be considered a separate offense.

(Comp. Ord. 2002, § 25-20(3))

Sec. 27-54. - Fees.

A fee schedule for street use shall be adopted as set forth in the annual budget appendix fee schedule. The fee shall accompany the application.

(Comp. Ord. 2009, § 25-20(9))

Secs. 27-55—27-81. - Reserved.

STREET USE PERMIT GENERAL INFORMATION

All events requesting street use or closing, require a Street Use Permit. Applications for Street Use Permits are available in the City Clerk's Office, 5520 Lacy Rd., Fitchburg, WI 53711 or on the web page at www.city.fitchburg.wi.us.

In general, requests for Street Use Permits fall into two (2) categories:

Residential Neighborhood Events. (Block Parties) Requests to use or close less than 3 City blocks, or 1,200 feet or less of City streets, and does not require re-routing of traffic.

Large scale events. (Parades, bike runs, races, etc.) Requests to use or close 3 or more City blocks, or more than 1,200 feet of City streets, and may require re-routing or blocking of traffic.

The underlying Fitchburg General Ordinances establishing this permit is in Chapter 25, Section 25.20 and can be accessed on the City web page at www.city.fitchburg.wi.us

PROCESS FOR **RESIDENTIAL NEIGHBORHOOD EVENTS** (Less than 3 City blocks or 1,200 feet or less of street)

Time Requirement: Application must be filed three (3) to four (4) weeks prior to the date of the event. Please include a map showing the area which will be affected by this event.

Fee: \$20

Process: Copy of application goes to Police Chief, Fire Chief, and Public Works Director for review. They each submit a report which goes to the Public Safety & Human Services Committee prior to the committee meeting where the item will be presented. A copy of the agenda which the application appears on, as well as a **letter stating someone must be in attendance or the permit cannot be acted upon**, are sent to the applicant.

Upon Committee approval, permit is signed by Clerk's office with date of approval. Any special requirements placed on the approval are attached. Copy is sent to applicant as well as a copy of City's requirements on keeping streets clean (Section 4.085 City Ordinances). Copy of approved permit is also sent to the Police Department.

Barricades: If City barricades are desired for the event the Fitchburg Highway Division of Public Works may be contacted at 278-7860, **a minimum of 48 working hours before the event.**

PROCESS FOR LARGE SCALE EVENTS
(Three or more City blocks, or more than 1,200 feet of street)

Time Requirement: Completed applications are requested four (4) month in advance and are

requi

Fee: \$40.00

Process: A comprehensive map indicating the location of the event, proposed street use(s) or closing(s) and other information as required must accompany the application.

At least forty-five (45) days prior to the event, applicants must attend a meeting of the Street Use Committee, which consists of City Clerk, Chief of Police & Director or Public Works or their designees. These are scheduled as needed and should be held during the day if at all possible. At this time the event will be discussed in detail to determine needs for safety issues, barricades, toilet facilities, first aid, etc.

Risk Management: The City of Fitchburg requires that all Special Events with more than 500 name the City of Fitchburg as an "Additional Insured." Please note that permits will not be issued without proof of insurance which must be received no later than thirty (30) days prior to the event.

partic

Police: Off-duty Police officers may be required for large events. Scheduling is determined by the Police Department by calling 270-4300. Please note that officers may not be hired to check I.D.'s for beer/wine.

Fire: A representative from the Fire Department will evaluate events for adherence to fire and safety requirements.

EMS: The City Clerk will send a copy of the application to EMS to inform them of the event for safety purposes .

Compliance with Policies: The terms of the permit and the general policies on street use must be adhered to absolutely. Violations will be subject to fines and/or event closing.



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

8c

MEETING DATE: November 21, 2013

SUBJECT: Solicit Quotes for 2014 Patrol Truck

DATE SUBMITTED: November 13, 2013

SUBMITTED BY: Jim Healy, Assistant to the Administrator

POLICY QUESTION: SHOULD THE VILLAGE BOARD AUTHORIZE THE VILLAGE ADMINISTRATOR TO SOLICIT QUOTES FOR (1) NEW, 2014 PATROL TRUCK AND EQUIPMENT PACKAGE TO INCLUDE DUMP BODY, SALTER, FRONT AND WING PLOWS?

ISSUE SUMMARY:

At the Village Board/DPW workshop on August 28, 2013 the Village Board and staff discussed the shortfalls and inefficiencies experienced during the previous winter. To meet increased demands Staff proposed the addition of (1) plow route to the established (8) routes, and the addition of (1) patrol truck to the existing fleet of (10) trucks to improve the efficiency of snow removal operations. At the September 12, 2013 Budget Workshop the Village Board reviewed staff recommendations implementing this direction, and approved the addition of one new Patrol truck and subsequent amendment of the Capital Improvement Program providing for 11 fleet patrol trucks. Pending approval at tonight's meeting, the Village Board will formally approve the addition of an eleventh patrol truck by virtue of adopting the proposed 2014 general fund budget.

In an effort to expedite the addition of the eleventh truck, Staff is requesting that the Board authorize the Village Administrator to solicit quotes for the new patrol truck. Following receipt of no less than three quotes, per the Village's procurement policy, Staff will return to the Board for approval to execute a contract order the described equipment. If it pleases the Board to grant such authority to the Administrator tonight, it is Staff's hope that sufficient quotes will be received, and a contract will be presented at the January 23, 2014 meeting of the Village Board.

FISCAL IMPACT:

REVIEWED BY: Donna Kaur
Village Deputy Treasurer

Initial Project Costs: \$164,836.00

Future Ongoing Costs: Maintenance

Physical Impact (on people/space): Increase snow removal capacity, improve fleet readiness

Residual or Support/Overhead/Fringe Costs: None

ATTACHMENTS:

1. Bid specifications for Truck Chassis, Dump Body, Salter, Front and Wing Plows

STAFF RECOMMENDATION:

Motion to authorize the Village Administrator to solicit quotes for a new 2014 patrol truck and equipment package to include dump body, salter, front and wing plows.

APPROVED FOR SUBMITTAL BY:

VILLAGE CLERK USE ONLY
BOARD ACTION TAKEN

CP
Village Staff Member

JS
Village Administrator

Resolution No. _____
Ordinance No. _____
Approved _____
Other _____

Continued To: _____
Referred To: _____
Denied _____
File No. _____

Village of Richfield

Snow Plow and Dump Body, Salter Specifications

Overview:

Provide and install snow plow equipment to include front plow, patrol wing, dump body, sander including all electrical and hydraulic systems on a patrol truck chassis with 160" wheelbase and 85" cab to axle provided by the Village of Richfield.

Snow Plow:

Shall be a Burke Road Tamer 2000

- 12 foot long, 42" high
- Moldboard face 10 gauge steel, broke not rolled
- 8 vertical ribs, 5 hinge points
- Twin trip: trip edge and trip moldboard
- Level lift design allowing continuous level lift in any position
- Attack angle adjustable to 5, 10 and 20 degrees
- Trip edge to have 7/8" round torsion springs
- Trip moldboard to have open extension springs
- 3" polyurethane bushings at each hinge point
- 3" polyurethane bushings at each stiffener
- 4" polyurethane cushions at each end of the two swing cylinders
- Table shall be constructed of 1/2" thick steel
- Two 4" x 13" reversing cylinders (cushioned at each end)
- 2" nitide cylinder rods
- Manifold cross block for hydraulic hoses
- Plow surfaces to be cleaned and bead blasted before primer and paint
- Paint colors to match International Omaha Orange
- Blades to be 7/8" x 5" carbide blade with a 6" steel cover blade
- 3/4" curb shoe on each end of plow blade
- Rubber snow deflector to be mounted top of plow
- Install plow marker at each end of plow

Plow Wing:

Shall be a Burke Snow Patrol DKJ Wing

- 8" cutting edge, 28" high at the toe and 35" high at the heel
- Moldboard face to be 10 gauge steel, broke not rolled

- No double panel construction
- One piece trip edge
- 7/8" torsion springs
- Dual A-Frame lift
- 18" float
- 4" x 10" toe lift cylinder
- No cables or power down
- 4" x 6" x 3/8" cross tube
- Two 1/2" x 12" side plates
- Single push brace constructed of 2" schedule 80 pipe
- All cylinders to have 2" nitride cylinder rods
- Dual function control
- Moldboard and attachments to be cleaned and bead blasted before prime and paint
- Paint to match International Omaha Orange
- 3/4" curb shoes on each end of wing
- Blades to be 7/8" x 5" carbide blade with a 6" steel cover blade
- Wing marker on heel end of wing
- Wing height guide to be mounted on toe of wing

Plow Hitch:

Shall be a Burke Model UBF-WQCP hitch

- Quick hitch with loop and latch casting
- Grease zerks at all pins
- 4" x 10" double acting lift cylinder with a 2" nitride cylinder rod
- Hitch surfaces to be cleaned and bead blasted before paint
- Paint color to be determined by Village of Richfield

Dump Body:

Shall be a Hi-Way Equipment XT3 Type III dump body or a pre-approved equal determined by the Village of Richfield

- Constructed of 701 stainless steel
- 3/16" AR400 under chain floor
- High torque 25:1 gear case
- Swing under spinner assembly
- Air tailgate release
- Sloped fenders full length of body, plastic quarter fenders forward of rear dual wheels and mud flaps to the rear

- Dump body to be 10' long
- Side height above the sill shall be 36"
- Tailgate height shall be 48"
- 60" head sheet
- Struck capacity 7.6 yards
- Struck capacity with side boards 11.2 yards
- 28" main conveyor
- Rear hinge assembly to be steel structural angle 6" x 8" x ½" with 2" stainless steel hinge pins connect to a 2.5" hinge block. All pins to be greasable
- Hoist will be telescopic trunion mounted Class 50, 3 stage with a 90" stroke and 4" diameter first stage, all pins to be stainless steel with grease zerks
- 2 dump body safety props

Electrical:

Shall be provided and installed by the body installer per the Village of Richfield specifications

- All wiring is double jacketed with ethylene-propylene rubber to seal out moisture and to protect against damage. In addition to the double jacket, all wires that are in an abrasion area are to be covered with vinyl tubing for additional protection. All electrical connections are to be sealed against moisture. All electrical junction boxes shall be waterproof. All lights shall be grounded through the wiring system, not to mounting bolts. All junction boxes shall be grounded to the chassis in addition to the wiring system. All bulbs and electrical plugs shall be coated with dielectric grease to seal out moisture. Wiring harnesses shall be securely fastened to prevent damage.
- The two electrical junction boxes shall be filled with 100% epoxy
- Plow lights to be Grote Night Hawks mounted on stainless steel brackets mounted to hood of truck
- Tail, turn, stop, marker and reverse lights to be LED
- Wing light to be mounted under step on passenger side to be LED
- 1 reverse light mounted on the RR corner of dump box to be LED
- 1 salter light mounted on the LR corner of dump box to be LED
- 2 LED strobe lights mounted in box corner posts
- 2 LED strobe lights mounted in self leveling brackets attached to the outside corners of the front cab shield
- 1 Ecco 5135 15" amber rotator light to be mounted using a stationary stainless steel bracket attached to the center of the cab shield.
- 2 side marker lights installed in the lower rear corners of the dump body
- Back-up alarm of 102 decibels will be mounted at rear of box

- All light switches will be mounted in a stainless steel floor mounted console located next to the driver's seat in cab
- All switches to be marine grade, protected with re-settable circuit breakers sized for each circuit. Each circuit will have an indicator light for "in use"
- Spot light mounted to side of console for illumination
- Power to console will be supplied with a 50 ampre-settable circuit breaker

Hydraulics:

Shall be provided and installed by body builder per Village of Richfield specifications

- PTO and pump to be direct mounted to transmission
- Hydraulic pump will be a Metaris MHVPS7C497SPLLAB20-98 capable of 50 gallons minute or a pump of equal specification approved by the Village of Richfield
- Hydraulic pump PTO will be a Muncie CD-10 or a PTO of equal specification approved by the Village of Richfield
- Hydraulic reservoir to be 30 gallon stainless steel tank with level and temp gauges, there will also be a 10 micron in-tank filter installed on the return side
- High pressure ling from pump to valve shall be high pressure hose
- Valve to be a Rex Roth MP18
- Valve to be mounted upside down on frame behind driver's side of cab
- Valve controls shall be Nimcos with push button spreader control
- Valve controls shall be mounted in a stainless steel console in this order of function: from left to right – Plow, wing, hoist
- Spreader controls shall be electric (no hydraulic hoses in cab)
- All hydraulic lines and plumbing shall be of sufficient capacity so as not to create heat or turbulence in the hydraulic system
- Suction line between reservoir and pump shall be a minimum of 2" I.D. with a minimum SAE 100-R4 rating and shall be secured on both ends via heavy duty banding straps. (radiator hose clamps are unacceptable)
- All pressure hoses shall have a swivel fitting on both ends and have a minimum SAE-R2 rating
- Return lines shall have a minimum SAE 100-R1 rating
- Hydraulic lines shall be mounted to minimize interference with equipment and chassis components requiring minimal servicing
- Support brackets, grommets and tie wraps shall be provided where appropriate to protect lines from damage by abrasion, cutting or impact

- Hoses shall not be routed near exhaust manifolds, pipes, bolts, sharp edges or exhaust system components to prevent wear, fatigue or fire
- Pipe fittings are not acceptable in any high pressure line
- Maximum distance between support clamps on all hydraulic lines shall be 24"
- Plumbing shall be 316 seamless stainless steel lines for hydraulic functions. Due to deflection, stainless lines are not to be hard piped. Jumper hoses to be used and kept as short as possible
- All stainless lines that are piped to the front and rear of the chassis shall be located as to not interfere with O.E. M. equipment that requires routine service
- Heavy duty plastic tubing clamps to be used to secure stainless steel lines together in a uniform manner. All brackets and fasteners used to secure stainless lines to the chassis are to be stainless steel
- No thread seal tape is to be used, use only Loctite Hydraulic Seal No. 545. No substitutes shall be accepted
- All whip hoses to be secured to prevent chafing and pinching
- All whip hoses are to be mounted to allow dumping of the body without being disconnected

Extra Equipment:

- 2" x 12" plastic side boards for box
- Tow hooks front and rear attached to frame rail
- 18" x 18" x 24" aluminum tool box
- Folding ladder mounted on drivers side of box made of stainless steel and accessible from ground level
- 2 stainless steel shovel holders
- All stainless steel items being mounted to the truck will be fastened with stainless steel fasteners
- DuPont rust free bake on undercoat system applied to completed unit, coating both frame rails as well as air tanks and hitches that are painted black

VILLAGE OF RICHFIELD

TRUCK SPECIFICATIONS

PATROL TRUCK CAB - GENERAL

Truck shall be a new, current model year, International model 7400 conventional cab heavy duty patrol truck or other/make model with the same or nearly identical specifications as listed in this document. Please note on bid form where specifications vary from those listed.

Truck shall be:

- a single axle chassis with min. 41,000 lb. GVW rating.
- 160 - inch wheel base, 85 - inch cab to axle.
- Paint shall be Omaha Orange in heavy duty base coat with clear coat.

ENGINE

Engine shall be a 315HP turbo-charged wet sleeved diesel with heavy duty inside or outside air cleaner intake, electronic throttle lock, full flow oil filters, warning light and buzzers for high water temperature and low oil pressure, bolted steel radiator end tanks, -40 F antifreeze protection radiator surge tank sight glass, heavy duty transmission cooler, heavy duty starter and 110 volt heavy duty block heater.

TRANSMISSION

Transmission shall be Allison automatic model MD 3000 RDS 6-speed T-handle control with left side PTO. Transmission fluid shall be Transcend.

FRAME

Frame shall be heavy duty steel with minimum 29.84 section modulus, 120,000 psi with integral front frame extension for plow mounting. Include front bumper

CAB

The cab shall include the following:

- Rear suspension, air bag type
- Fiberglass front hood with access hatches for engine service. Include painted steel front bumper frame mounted. Include molded fender extensions.
- Cab mounted exterior sun shade with marker lights
- Snow type electric dual windshield wipers with intermittent switch.
- Dual heated mirrors with heated 8" convex spot mirrors.
- Heated bright finished right side hood mounted mirror.
- Heated and tinted glass windshield with dual sun visors.
- High-back driver's seat with Integral headrest, air suspension and cloth covering.
- Standard passenger seat, vinyl covering.
- Dome light, door controlled.
- Dual exterior grab handles.
- AM-FM radio and speakers with clock.

- Left and right side power window with driver control.
- Tilt steering column with self-canceling directional signals.
- Gauges: hour meter, tachometer, speedometer, odometer, oil pressure, air pressure, water temperature, voltage, fuel level, transmission temperature.
- Work Light on when truck in reverse.
- Marker Lights LED.
- Dual air horns with covers.
- Passenger Door Lower Peek Window for wing plow.
- Back Up Alarm.
- Auxiliary Plow Light Harness.
- Jump Start Stud.
- Radiator stone guard and bug screen.
- Engine Shut Down System.

ELECTRICAL

Electrical system shall include:

- Two (2) 12-volt heavy duty batteries with min. 115 amp capacity.
- 1100 CCA.
- Auto-reset circuit breakers.
- Halogen headlights.
- 160 amp low cut-in alternator
 - Provide alternate price for Delco Starter
- Electric horn column mounted.
- Electric back-up alarm.

ELECTRICAL (Cont.)

- In dash electrical diagnostic system.
- Multi-plexing electrical system.
- Color coded and numbered chassis wiring.
- 8' harness for (L & R) body mounted tail lights.
- 3' harness for auxiliary headlights and turn signals.
- 10' harness fuse protected for 2-way radio.

FRONT AXLE AND SUSPENSION

Front axle shall be rated 18,000 lb. minimum with oil lubricated front wheel bearings. Front suspension shall include greaseable drag link, spring pins and tie rod ends with minimum 9,000 lb. springs at each front pad. Provide two extra leafs in right front spring for wing plow.

STEERING

Steering shall be power with dual power steering gears and maximum four turns stop to stop.

REAR AXLE AND SUSPENSION

Rear axle shall be 23,000 lb. air ride, single axle (dual wheels) with single reduction 9" ride height with shock absorbers (See brakes for ABS requirements)

BRAKES

Brakes shall be severe service full air type with automatic slack adjuster, S-CAM operated with minimum 13.2 cfm air compressor. ABS shall be Bendix Antilock Brake System with Full Vehicle Wheel Control System (4 channel) Air dryer shall be Bendix AD9 brand with heater. Drain cocks shall be supplied on air tanks.

FUEL TANK

Fuel tank shall be an aluminum 50 gallon minimum capacity left-side mounted with integral center step and one step mounted below the fuel tank, 15" from the ground, fuel/water separator with sight glass, filter and drain.

EXHAUST

Exhaust outlet shall be extended above cab, right side vertical mounted with chrome guard. Muffler shall be mounted under cab.

WHEELS, TIRES AND RIMS

Wheels shall be Uni-mount disc type wheels. Tires shall be mud and snow rated. Rear - 11R22.5 Uni-steel G177 (Goodyear) H, 16 ply. Front - 315/80R22.5 Uni-steel G291 (Goodyear) J, 18 ply. Include rubber fender extensions. Rear wheel fenders: Fleet Engineer.

EXTENDED WARRANTY

Furnish 96 month/100,000 miles engine-electronic warranty. Also, provide bid options for warranties on other parts including transmission and extended truck warranty.

SERVICE MANUALS

Provide complete updates to current service and parts manuals or CD-ROM for cab-chassis 2014 model year.

Questions regarding these specifications should be directed to Public Works Supervisor Mike Gauthier at 262-628-2260, ext. 118 dpw@richfieldwi.gov



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

8d.

MEETING DATE: November 20, 2013

SUBJECT: Preliminary plat for Bark Lake Estates subdivision; Connsher LLC, developer

DATE SUBMITTED: November 13, 2013

SUBMITTED BY: Jim Healy, Assistant to the Administrator

POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO ACCEPT THE RECOMMENDATION FROM THE PLAN COMMISSION TO APPROVE THE PRELIMINARY PLAT FOR BARK LAKE ESTATES SUBDIVISION?

ISSUE SUMMARY:

The Board and Plan Commission previously reviewed a preliminary plat for Bark Lake Estates in 2008. Although the Village formally approved the preliminary plat, the developer did not submit a final plat within the required timeframe of 24 months. As such, that approval has subsequently lapsed. The developer has submitted a new preliminary plat for review and action. The preliminary plat includes 8 lots and one outlot. The Plan Commission reviewed the preliminary plat for Bark Lake Estates at its meeting on November 7, 2013, the following motion was made with the below listed Specific Conditions of Approval and General Conditions of Approval:

Motion by Trustee Bill Collins to recommend the approval of the preliminary plat for Bark lake Estates subdivision to the Village Board provided the specific and general conditions of approval and to include ; Seconded by Commissioner Ray Cote; Motion passed 5-1.

Specific Conditions of Approval:

1. The developer shall submit deed restrictions for the subdivision to the Plan Commission and Village Board for review and approval. Such deed restrictions shall address rights to access Bark Lake.
2. The developer shall add/revise notations on the face of the plat as required by the village planner and village engineer with regard to the stormwater management pond and access to the same, ownership of outlots, and other matters deemed necessary.
3. The developer shall provide all necessary dedications to the village as may be required by the village engineer.
4. The final plat shall comply with all requirements in chapter 330 of the village code (subdivision regulations).
5. In addition to other required information, the final plat shall include the boundary of the 100-year floodplain in effect on the date of this approval along with a notation as to the source and the basis for establishing the base flood elevation.
6. The final plat shall include the remainder of the subject property as an Outlot.
7. Prior to any construction or any land-altering activity, the developer shall comply with all of the following:
 - (a) The Wisconsin Department of Natural Resources must certify the wetland delineation conducted by Stantec.
 - (b) The developer shall obtain all necessary approvals for onsite septic systems meeting village, county, and state requirements.
 - (c) The developer shall obtain all necessary permits and approvals from the Village of Richfield, Washington County, the state of Wisconsin, or the federal government as may be required for any construction or land-altering activity.
 - (d) The developer shall apply for a groundwater permit pursuant to the requirements and procedures in Chapter 167 of the municipal code and obtain approval of the same.
 - (e) The developer shall submit a developer agreement to the Village Board and obtain approval of the same. Such agreement shall address the improvements and other matters and shall be based on the most current version of the model agreement as prepared by the village attorney.
 - (f) The developer shall submit a letter of credit or cash for the improvements in an amount as approved by the village engineer and in a form as approved by the village attorney.
 - (g) The developer shall submit a landscaping plan to the Plan Commission and obtain approval of the same. Such landscaping plan shall address usage of the open space, lake frontage, the number of piers, and other site amenities planned for the common area.
 - (h) The developer shall submit a stormwater management plan to the village engineer and obtain approval of the same.
 - (i) The developer shall submit an erosion control plan to the village engineer and obtain approval of the same.
 - (j) The developer shall submit all construction plans for the cul-de-sac road and the accel and decel lanes on Bark Lake Road to the village engineer and obtain approval of the same.



VILLAGE OF RICHFIELD

VILLAGE BOARD COMMUNICATION FORM

MEETING DATE: November 20, 2013

SUBJECT: Preliminary plat for Bark Lake Estates subdivision; Connsher LLC, developer

DATE SUBMITTED: November 13, 2013

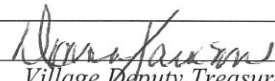
SUBMITTED BY: Jim Healy, Assistant to the Administrator

General Conditions of Approval:

1. The developer shall satisfy all comments, conditions, and concerns of the village engineer, the village planner, and all reviewing, objecting and approving bodies, including, but not limited to, the Wisconsin Department of Commerce per ch. 236, Wisconsin Statutes and ch. Comm. 85, Wisconsin Administrative Code; Wisconsin Department of Administration per ch. 236, Wisconsin Statutes; and Washington County.
2. Prior to the Village signing the final plat, the developer shall submit to the village administrator and receive approval as to form the village attorney and as to the amount from village engineer, a letter of credit or cash.
3. The developer shall, on demand, reimburse the Village all costs and expenses of any type that the Village incurs in connection with this development, including the cost of professional services incurred by the Village (including engineering, legal, planning and other consulting fees) for the review and preparation of required documents or attendance at meetings or other related professional services for this application, as well as to enforce the conditions in this conditional approval due to a violation of these conditions.
4. Any unpaid bills owed to the Village by the subject property owner or his or her tenants, operators or occupants, for reimbursement of professional fees (as described above); or for personal property taxes; or for real property taxes; or for licenses, permit fees, or any other fees owed to the Village; shall be placed upon the tax roll for the subject property if not paid within thirty (30) days of the billing by the Village, pursuant to Section 66.0627, Wisconsin Statutes. Such unpaid bills also constitute a breach of the requirements of this conditional approval that is subject to all remedies available to the Village, including possible cause for termination of this approval.

FISCAL IMPACT:

REVIEWED BY:


Village Deputy Treasurer

Initial Project Costs: None

Future Ongoing Costs: The Village will responsible for maintaining a public road (~900 feet in length)

Physical Impact (on people/space): Development of vacant property on Bark Lake

Residual or Support/Overhead/Fringe Costs: None

ATTACHMENTS:

1. Preliminary subdivision plat (8½ x 11)


STAFF RECOMMENDATION:

Motion to approve the preliminary plat for Bark Lake Estates subdivision with the conditions of approval recommended by the Plan Commission.

APPROVED FOR SUBMITTAL BY:

VILLAGE CLERKS USE ONLY
BOARD ACTION TAKEN


Village Staff Member


Village Administrator

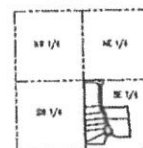
Resolution No. _____
Ordinance No. _____
Approved _____
Other _____

Continued To: _____
Referred To: _____
Denied _____
File No. _____

THE SE 1/4 OF THE SE 1/4 OF SECTION 23,
TOWNSHIP 8 NORTH, RANGE 18 EAST,
VILLAGE OF ROCKFELL, WASHINGTON COUNTY,
WISCONSIN



LOCATION SKETCH
SECTION 23-9-19
SCALE: 1" = 1000'



BEARINGS ARE BASED ON THE WISCONSIN
STATE PLANE COORDINATE SYSTEM 5802,
SOUTH ZONE, AND THE SOUTH LINE OF
THE SE 1/4 OF SECTION 34
(ASSUMED S 88°10'00" W)

TYPICAL
LOT



OWNER:
CONSUMER L.L.C.
PO BOX 227
BROWNSVILLE, TX 77801
281-835-1452

SURVEYOR/ENGINEER
EALAN INCORPORATED
35 SOUTH THIRD AVENUE
STURGEON SPRING, IL 60158
815-253-8833

OBJECTING AUTHORITIES:
DEPARTMENT OF ADMINISTRATION
KINGSTON JAIL

APPROVING AUTHORITIES:
VILLAGE OF ROYAL

PROPERTY LINE
ALL LOTS SHALL HAVE AN EQUAL INTEREST IN THE OWNERSHIP
OF OUTLOTS 1. OUTLOTS 1 SHALL BE CONSIDERED AS A
STORMWATER EASEMENT.

THIS PRELIMINARY PLAT COMPLETES WITH THE LAND DIVISION
ORDINANCE OF THE VILLAGE OF RICHFIELD.

ZONING:
 RS-2 - SINGLE FAMILY RESIDENCE DISTRICT
 RS-3 - SINGLE FAMILY RESIDENCE DISTRICT (PLAT ZONING)
 F1 - FLOODLAND DISTRICT (PLAT ZONING)

1 1/4 INCHES BY 1 1/4 INCHES
EACH SIDE OF THE PLATE
1 1/4 INCHES (THICK)
1 1/4 INCHES (THICK)

THE CHAIRMAN OF THE SUBCOMMITTEE
QUESTIONS FOR THE WITNESSES
ON THE RECORD OF THE SUBCOMMITTEE
ON THE RECORD OF THE SUBCOMMITTEE



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

8e

MEETING DATE: November 21, 2013

SUBJECT: 3010 Helsan Drive, Unit I (Tax Key: V10-0002-00A-001), Conditional Use Permit
DATE SUBMITTED: November 13, 2013
SUBMITTED BY: Jim Healy, Assistant to the Administrator

POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO ACCEPT THE RECOMMENDATION OF THE PLAN COMMISSION FOR THE APPROVAL OF THE PETITIONED CONDITIONAL USE PERMIT TO OPEN A RETAIL ESTABLISHMENT, 'THE BEEF JERKY OUTLET' IN HELSAN BUSINESS PARK?

ISSUE SUMMARY:

Tonight the Village Board will be considering a petition from Michael Rothschild to open a retail business establishment in the Helsan Business Park called 'The Beef Jerky Outlet' (<http://www.thebeefjerkyoutlet.com/>). The subject property is zoned M-4, Industrial Park District and pursuant to Section 70.202(D)1 they have applied for this permit. In the M-4 district "all uses allowed in the B-1, B-2, and B-4 business districts" are allowable as a Conditional Use.

While there is no specific use outlined in our business districts that specifically addresses a dried meat retail establishments, it was the belief of Staff and Consultant Planner Schwecke that this use would be consistent with the spirit of 'customer service retail establishments' in the B-1, Neighborhood Business District or at the very least other similar type uses in the B-2 and B-4 districts, respectively. The intent of the B-1 district is "intended to provide for individual or small groups of retail and customer service retail establishments in a shopping center setting. This type of district is generally separated from other major commercial areas but near residential development and include such amenities as increased open space and ample off-street parking and loading areas and architectural or landscape screening from adjacent nonbusiness uses, making such retail uses or centers more compatible with the character of adjacent residential districts."

The multi-tenant building currently hosts an array of service/retail oriented businesses such a Smart Choice MRI, Peaceful Pets Crematory Services, Archers Quest, and Hallman Lindsey. His proposed use would necessarily need to go through the Site, Building and Plan of Operation process and is a condition outlined in the actual Conditional Use Permit in Section A(5).

At the November 7th Plan Commission meeting a scheduled Public Hearing was held. At the conclusion of the Hearing, the following motion was made:

Motion by Commissioner Kurt Bartel to recommend approval of the proposed Conditional Use Permit for 'The Beef Jerky Outlet' to be located at 3010 Helsan Drive, Unit I (Tax Key: V10-0002-00A-001); Seconded by Commissioner Melzer; Motion passed without objection.

FISCAL IMPACT:

REVIEWED BY:


Village Deputy Treasurer

Initial Project Costs: None
Future Ongoing Costs: None
Physical Impact (on people/space): None
Residual or Support/Overhead/Fringe Costs: None



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

#

MEETING DATE: November 21, 2013

SUBJECT: 3010 Helsan Drive, Unit I (Tax Key: V10-0002-00A-001), Conditional Use Permit
DATE SUBMITTED: November 13, 2013
SUBMITTED BY: Jim Healy, Assistant to the Administrator


ATTACHMENTS:

1. Draft Conditional Use Permit for 'The Beef Jerky Outlet'

STAFF RECOMMENDATION:

Motion to approve the proposed Conditional Use Permit for 'The Beef Jerky Outlet' to be located at 3010 Helsan Drive, Unit I (Tax Key: V10-0002-00A-001)

APPROVED FOR SUBMITTAL BY:



Village Staff Member



Village Administrator

VILLAGE CLERK USE ONLY
BOARD ACTION TAKEN

Resolution No. _____
Ordinance No. _____
Approved _____
Other _____

Continued To: _____
Referred To: _____
Denied _____
File No. _____

CONDITONAL USE PERMIT

MICHAEL ROTHSCADL, THE BEEF JERKY OUTLET
3010 HELSAN DRIVE, UNIT I (Tax Key: V10-0002-00A-001)
RICHFIELD, WI 53076

The Village Board of the Village of Richfield, Washington County, Wisconsin DO ORDAIN AS FOLLOWS:

WHEREAS, a petition has been filed by MICHAEL ROTHSCADL (“Petitioner”); and

WHEREAS, the Petitioner seeks a Conditional Use Permit to be issued for his property located at 3010 HELSAN DRIVE, UNIT I (Tax Key: V10-0002-00A-001); and

WHEREAS, the property is zoned M-4, Industrial Park District; and

WHEREAS, Petitioner seeks a Conditional Use Permit to operate a franchise retail establishment called ‘The Beef Jerky Outlet’; and

WHEREAS, upon receipt of a written application for a Conditional Use Permit filed by the Petitioner, the Village Clerk properly referred such petition to the Plan Commission for the Village of Richfield for determination; and

WHEREAS, upon receipt of the petition by the Village Clerk, the Plan Commission for the Village of Richfield scheduled a public hearing thereon as soon as practical; and

WHEREAS, upon publication of the required “Notice of Public Hearing” and mailing of said “Notice of Public Hearing” to all property owners that are within 300 feet of Subject property, the Plan Commission for the Village of Richfield held a public hearing on November 7th, as required by Section 70.241 of the Zoning Code for the Village of Richfield; and

WHEREAS, in the M-4, Industrial Park District pursuant to Section 70.204(D)(1), all uses allowed in the B-1, B-2, and B-4 are allowable as a ‘Conditional Use’; and

WHEREAS, the Petitioner has requested a ‘Conditional Use’ under the authority of the Permitted Principal Uses for the B-1, Neighborhood Business District, section 70.197(B)

WHEREAS, the Plan Commission for the Village of Richfield, following the public hearing and necessary study and investigation, have given the matter due consideration, and having based its determination on the effect of granting such Conditional Use Permit on the health, general welfare, safety and economic prosperity of the Village and specifically of the immediate neighborhoods surrounding said location, and having given due consideration to the municipal problems involved, as well as impact on the surrounding properties hereby determine that the use of a restaurant will not violate the spirit or intent of the Zoning Ordinance for the Village of Richfield, will not be contrary to the public health, safety or general welfare of the Village of Richfield, will not be hazardous, harmful, noxious, offensive or a nuisance by reason of smoke, dust, odor or other similar factors and will not for any other reason cause a substantial adverse effect on the property values and general desirability of the neighborhood as long as the

Conditional Use is operated pursuant to the following conditions and in strict compliance with the same.

THEREFORE IT IS ORDERED AS FOLLOWS:

Commencing upon the date hereof, a Conditional Use Permit for the subject premises is hereby granted. The Conditional Use Permit shall continue in existence only so long as the Use is operated in compliance with this permit.

A. This Conditional Use Permit is granted to the Petitioner subject to the following conditions:

1. Subject Property: This Conditional Use Permit is limited to 3010 Helsan Drive, Unit I (Tax Key: V10-0002-00A-001)
2. Signs: All signage shall obtain the necessary permits and conform to Chapter 309 of the Village Code
3. Licenses and Permits: The Petitioner shall be required to obtain any and all required licenses and permits from the Village, County, State and federal government. If any license or permit is issued, any and all conditions of the same are incorporated herein and made part of this Conditional Use Permit.
4. Structure: Any structural additions or expansions shall be reviewed by the Architectural Review Board and Plan Commission and shall require an amendment to this Conditional Use Permit.
5. SBOP Process: Prior to the use authorized herein, the Petitioner shall comply with the requirements of Section 70.133, Site, Building and Plan of Operations Plan Review.

B. Laws. The petitioner shall comply with all federal, state, county, and local rules, codes, ordinances, and regulations in the construction, operation, and maintenance of the subject property as amended from time to time.

C. Junk. No junk as defined in Section 263-8(A) of the Village code of ordinances; or disassembled, inoperable, junked or wrecked boats, motor vehicles, truck bodies, tractors, trailers also defined in Section 263-8(A); shall be accumulated or stored on the subject property. No burying or burning of junk is permitted on the subject property.

D. Fees and Expenses. Upon issuance of this conditional use permit, the petitioner shall reimburse the Village for all expenses incurred by the Village including all professional and technical assistance expenses, realized by the Village in reviewing, approving, and granting this conditional use permit. The Village Clerk shall provide the petitioner with copies of all itemized invoices.

E. Cost of Enforcement. Any attorney fees incurred by the Village of Richfield to enforce any of the conditions or requirements of this conditional use permit must be paid by the petitioner.

F. Revocation or Modification of Approval. Whenever the Village Board has reasonable cause to believe that any of the conditions herein imposed are being or have been violated, or any use of the subject property related to the operation becomes hazardous, harmful, noxious, offensive, or a nuisance to surrounding properties, the Village Board shall have the right to revoke or modify this conditional use permit, including, but not limited to, imposing stricter conditions upon the use and/or operation through a revised permit by the following the process as set forth in Section 70-241(D)(2) of the Village code of ordinances.

- G. Acceptance. Within four months of when the Village Board approves this conditional use permit, the petitioner is required to accept the terms and conditions of this approval in writing.
- H. Effect of Approval on Heirs, Successors, and Assigns. The terms of this conditional use approval shall be binding on the owners of the subject property and their heirs, successors, and assigns.
- I. Right of entry for inspection. The petitioner hereby gives village officials, employees, and authorized agents the right to enter the subject property with reasonable notice for purposes of inspecting the premise to ensure compliance with the terms of this permit.
- J. Any use not specifically listed as permitted shall be considered to be prohibited except as may be otherwise specifically provided herein. In case of a question as to the classification of use the question shall be submitted to the Plan Commission for determination.
- K. No use is hereby authorized unless the use is conducted in a lawful, orderly, and peaceful manner. Nothing in this order shall be deemed to authorize any public or private nuisance or to constitute a waiver, exemption or exception to any law, ordinance, order or rule of either the municipal governing body, the county of Washington, the state of Wisconsin, the federal government, or other duly constituted authority, except only to the extent that it authorizes the use of the subject property above described in any specific respects described herein. This order shall not be deemed to constitute a building permit, nor shall this order constitute any other license or permit required by Village ordinance or other law.
- L. This conditional use hereby authorized shall be confined to the subject property described, without extension or expansion other than as noted herein, and shall not vary from the purposes herein mentioned unless expressly authorized in writing by the Plan Commission as being in compliance with all pertinent ordinances.
- M. Should the permitted conditional use be abandoned in any manner, or discontinued in use for twelve (12) months, or continued other than in strict conformity with the conditions of the original approval, or should the petitioner be delinquent in payment of any monies due and owing to municipality, or should a change in the character of the surrounding area or the use itself cause it to be no longer compatible with the surrounding area or for similar cause based upon consideration of public health, safety or welfare, the conditional use may be terminated by action of the Plan Commission, pursuant to the enforcement provisions of this conditional use order.
- N. Any change, addition, modification, alteration and/or amendment of any aspect of this conditional use, including but not limited to an addition, modification, alteration and/or amendment to the use, premises (including, but not limited to, any change to the boundary limits of the subject property), structures, or lands other than as specifically authorized herein, shall require a new conditional use permit and all procedures in place at the time must be followed.
- O. Unless this conditional use permit expressly states otherwise, plans that are specifically required by this conditional use order may be amended upon the prior approval of the Plan

Commission if the Plan Commission finds the plan amendment to be minor and consistent with the conditional use permit. Any change in any plan that the Plan Commission feels, in its sole discretion, to be substantial shall require a new permit, and all procedures in place at the time must be followed.

- P. Should any paragraph or phrase of this conditional use permit be determined by a court to be unlawful, illegal or unconstitutional, said determination as to the particular phrase or paragraph shall not void the rest of the conditional use and the remainder shall continue in full force and effect.
- Q. If any aspect of this conditional use permit or any aspect of any plan contemplated and approved under this conditional use is in conflict with any other aspect of the conditional use or any aspect of any plan of the conditional use, the more restrictive provision shall be controlling as determined by the Plan Commission.
- R. This conditional use may be reviewed by the Plan Commission at any time upon complaint or upon Plan Commission initiative as provided in Section 70.241(d)(2) of the Village of Richfield village code and as amended from time to time.

Passed this 21 DAY OF NOVEMBER, 2013

John Jeffords, President

ATTEST:

Joshua Schoemann, Administrator/Clerk/Treasurer\

ACCEPTANCE

I, Michael Rothschadl, accept the terms of this conditional use approval in its entirety.

Dated this ____ day of _____, 2013

Michael Rothschadl

STATE OF WISCONSIN)
) ss
COUNTY OF _____)

Personally came before me this ____ day of _____ 2013, the above named person, Michael Rothschadl, to me known to be the person who executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC

My Commission Expires:



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

8f

MEETING DATE: November 21, 2013

SUBJECT: Solar Panel Array at 924 Oconobanks Drive (Tax Key: V10-0773-024)
DATE SUBMITTED: November 13, 2013
SUBMITTED BY: Jim Healy, Assistant to the Administrator

POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO ACCEPT THE RECOMMENDATION OF THE PLAN COMMISSION AND APPROVE THE SOLAR PANEL ARRAY SYSTEM AT 924 OCONOBANKS DRIVE?

ISSUE SUMMARY:

The Village was petitioned in mid-September by the property owners, John and Cindy Helt, to place a solar panel array on their property at 924 Oconobanks Drive. On October 3, 2013 the Plan Commission held a scheduled Public Hearing. Before tabling the Public Hearing until November 7th, it was requested by Staff that we set up a special on-site meeting so that the Plan Commissioners could all get a better understanding of the property itself. Staff scheduled the special Plan Commission meeting on October 17th and in an effort to inform all the residents in the area, each home on Oconobanks Drive was notified of the same. During that meeting the petitioners discussed their plans for the proposed location and screening of the property with landscaping.

On November 7th the Plan Commission re-opened the tabled Public Hearing and accepted testimony. At the conclusion of the Public Hearing, the following motion was made by the Plan Commission:

Motion by Trustee Bill Collins to recommend to the Village Board the approval of the proposed Conditional Use Permit for John and Cindy Helt to erect a solar panel array at 924 Oconobanks Drive pursuant to the terms and conditions of the CUP and with the following condition of approval:

- During the course of the excavation if septic issues do arise that they contact the Washington County Sanitarian
Seconded by Commissioner Ray Cote; Motion passed without objection.

Due to the changes in Wisconsin State Statutes regarding municipal administration of solar panel arrays, the Conditional Use Permit (CUP) which is attached was given to Village Attorney John Macy for his review. His comments and modifications to the Staff drafted CUP from last month are contained therein.

FISCAL IMPACT:

REVIEWED BY: Donna Johnson
Village Deputy Treasurer

Initial Project Costs: None

Future Ongoing Costs: None

Physical Impact (on people/space): Erecting of solar panel system in a Rs-2 zoning district

Residual or Support/Overhead/Fringe Costs: None

ATTACHMENTS:

1. Proposed site plan for 924 Oconobanks Drive
2. Supplemental information regarding the proposed array as provided to Staff by Arch Electric
3. DRAFT Conditional Use Permit for 924 Oconobanks Drive



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

#

MEETING DATE: November 21, 2013

SUBJECT: Solar Panel Array at 924 Oconobanks Drive (Tax Key: V10-0773-024)
DATE SUBMITTED: November 13, 2013
SUBMITTED BY: Jim Healy, Assistant to the Administrator

STAFF RECOMMENDATION:

Motion to approve the proposed Conditional Use Permit for John and Cindy Helt to erect a solar panel array at 924 Oconobanks Drive pursuant to the terms and conditions of the CUP with the following condition of approval:

- During the course of the excavation if septic issues do arise that they contact the Washington County Sanitarian

APPROVED FOR SUBMITTAL BY:



Village Staff Member


Village Administrator

VILLAGE CLERK USE ONLY
BOARD ACTION TAKEN

Resolution No. _____
Ordinance No. _____
Approved _____
Other _____

Continued To: _____
Referred To: _____
Denied _____
File No. _____

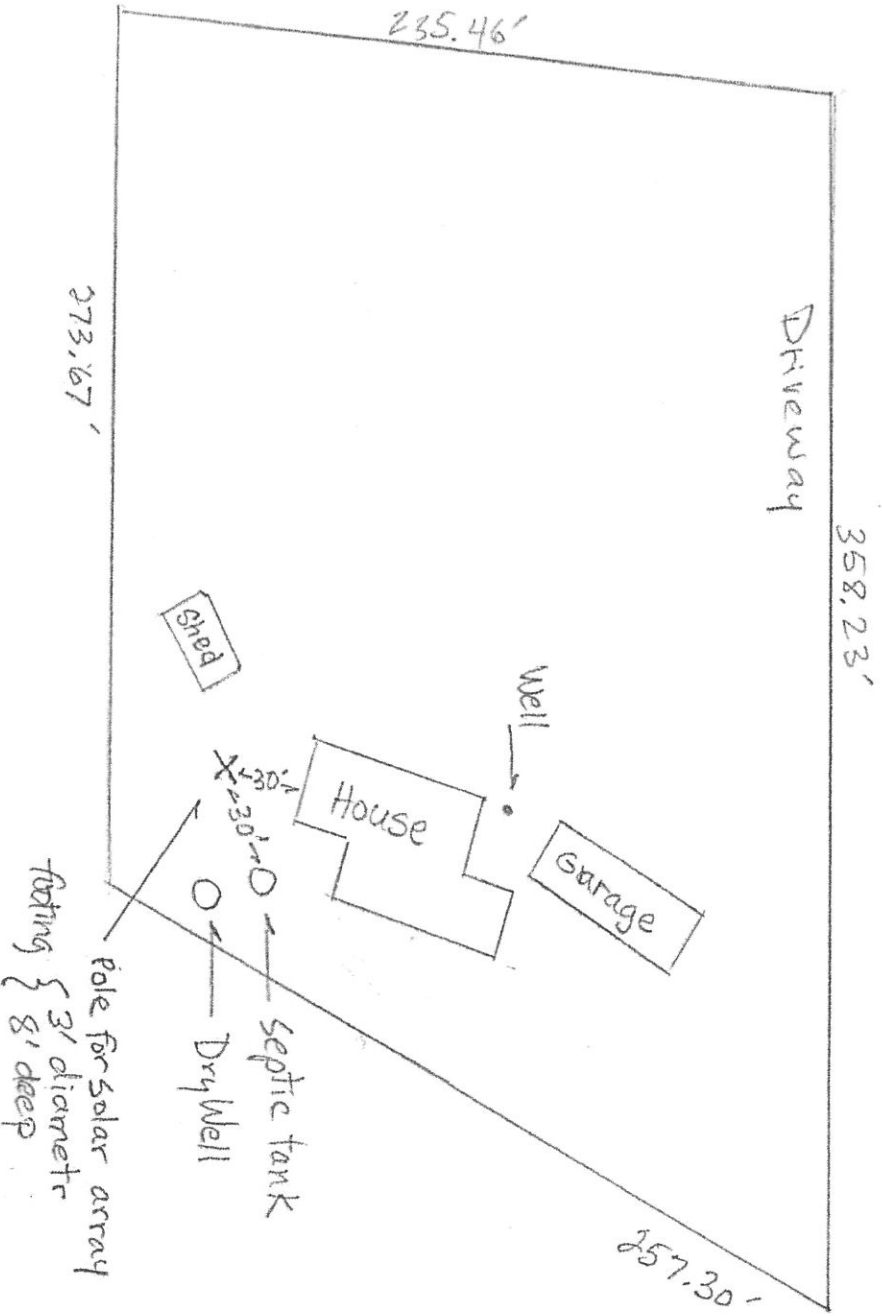
Lot 24

924 Deonobanks Drive

John & Cindy Helt

1
2

Deonobanks Drive



Deonowance
River



Enphase® Microinverters

Enphase® M215



The Enphase® Microinverter System improves energy harvest, increases reliability, and dramatically simplifies design, installation, and management of solar power systems.

The Enphase System includes the microinverter, the Envoy® Communications Gateway,TM and Enlighten®, Enphase's monitoring and analysis software.

PRODUCTIVE

- Maximum energy production
- Resilient to dust, debris and shading
- Performance monitoring

RELIABLE

- System availability greater than 99.8%
- No single point of system failure

SMART

- Quick and simple design, installation, and management
- 24/7 monitoring and analysis

SAFE

- Low-voltage DC
- Reduced fire risk

[e] enphase®
ENERGY




Enphase® M215 Microinverter // DATA

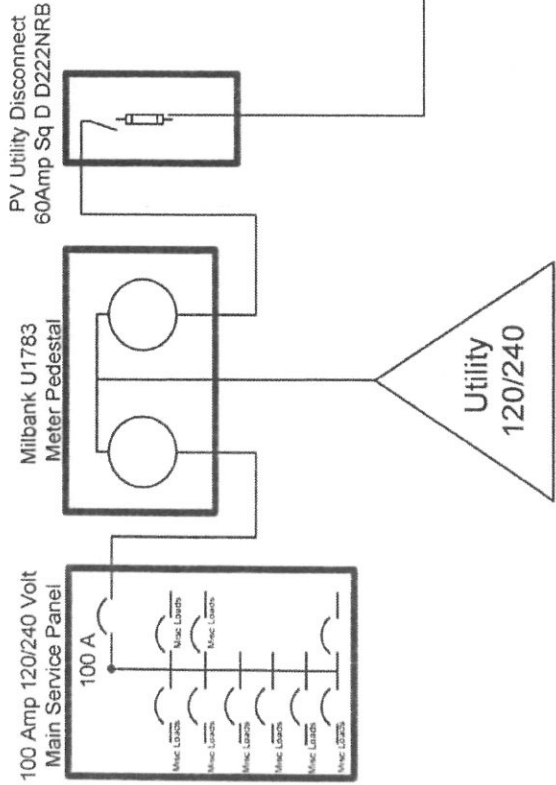
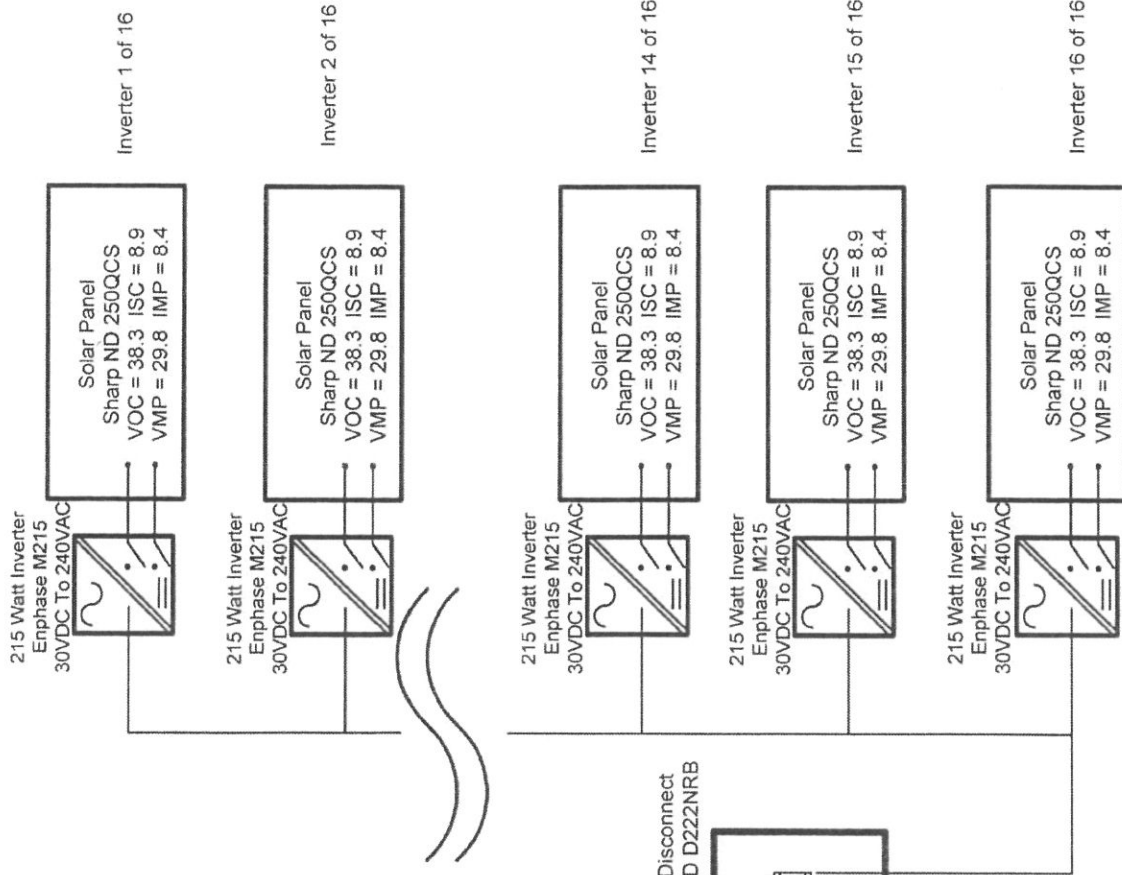
INPUT DATA (DC)		M215-60-2LL-S22/S23 and M215-60-2LL-S22-NA/S23-NA (Ontario)	
Recommended input power (STC)	190 - 270 W		
Maximum input DC voltage	45 V		
Peak power tracking voltage	22 - 36 V		
Operating range	16 - 36 V		
Min./Max. start voltage	22 V / 45 V		
Max. DC short circuit current	15 A		
Max. input current	10.5 A		
OUTPUT DATA (AC)		@208 VAC	@240 VAC
Rated (continuous) output power	215 W	215 W	215 W
Nominal output current	1.0 A (Arms at nominal duration)	0.9 A (Arms at nominal duration)	
Nominal voltage/range	208 / 183-229 V	240 / 211-264 V	
Extended voltage/range	179-232 V	206-269 V	
Nominal frequency/range	60.0 / 59.3-60.5 Hz	60.0 / 59.3-60.5 Hz	
Extended frequency range	57-60.5 Hz	57-60.5 Hz	
Power factor	>0.95	>0.95	
Maximum units per 20 A branch circuit	25 (three phase)	17 (single phase)	
Maximum output fault current	1.05 Arms, over 3 cycles; 1.04 Arms over 5 cycles		
EFFICIENCY			
CEC weighted efficiency		96.0%	
Peak inverter efficiency		96.3%	
Static MPPT efficiency (weighted, reference EN50530)		99.6%	
Dynamic MPPT efficiency (fast irradiation changes, reference EN50530)		99.3%	
Night time power consumption		46 mW	
MECHANICAL DATA			
Ambient temperature range	-40°C to + 65°C		
Operating temperature range (internal)	-40°C to + 85°C		
Dimensions (WxHxD)	17.3 cm x 16.4 cm x 2.5 cm (6.8" x 6.45" x 1.0") without mounting bracket		
Weight	1.6 kg (3.5 lbs)		
Cooling	Natural convection - No fans		
Enclosure environmental rating	Outdoor - NEMA 6		
FEATURES			
Compatibility	Pairs with most 60-cell PV modules		
Communication	Power line		
Monitoring	Free lifetime monitoring via Enlighten software		
Compliance	UL1741/IEEE1547, FCC Part 15 Class B CAN/CSA-C22.2 NO. 0-M91, 0.4-04, and 107.1-01		

To learn more about Enphase Microinverter technology,
visit enphase.com



4kW Total Pole Mounted Solar Tracking Array 16 Inverters Total

 251 W. Main Street, Milbank, MI 48153	
BY: <u>[Signature]</u> DATE: <u>9/11/2015</u>	REMARKS: <input checked="" type="checkbox"/> ACCEPTED <input type="checkbox"/> ACCEPTED AS NOTED <input type="checkbox"/> REVISE AND RESUBMIT <input type="checkbox"/> NOT ACCEPTED <input type="checkbox"/> FOR REFERENCE ONLY
ACCEPTANCE SHALL APPLY ONLY TO THE ENERGIES REQUIREMENTS AND SHALL NOT RELIEVE THE CUSTOMER FROM HIS RESPONSIBILITY FOR CORRECTIONS OF DETAIL, CONSTRUCTION AND COMPLIANCE TO ALL APPLICABLE CODES, SAFETY STANDARDS AND PERFORMANCE SPECIFICATIONS.	

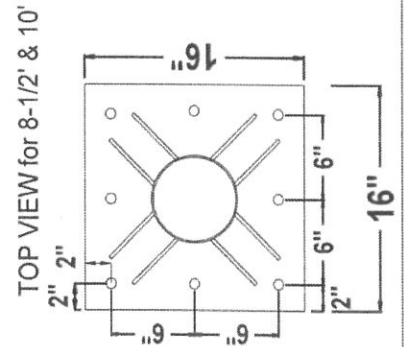
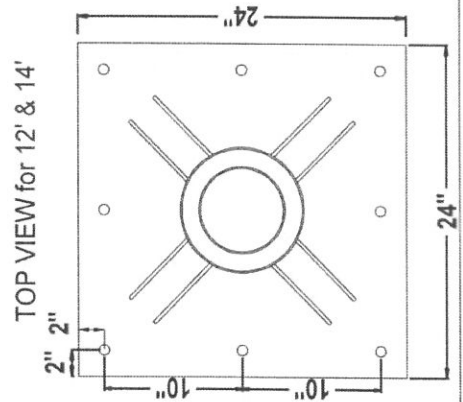
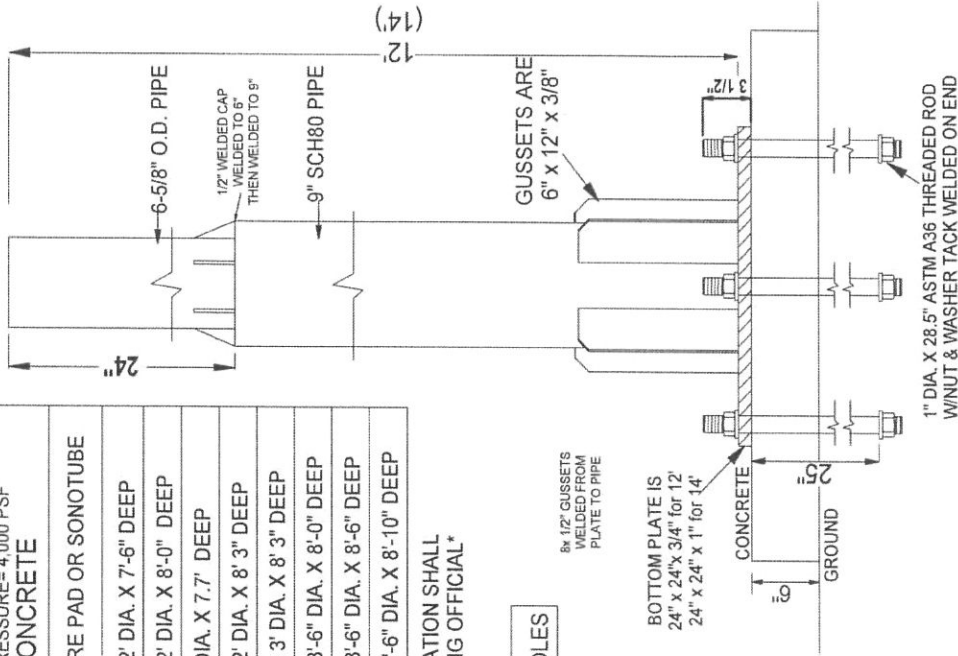
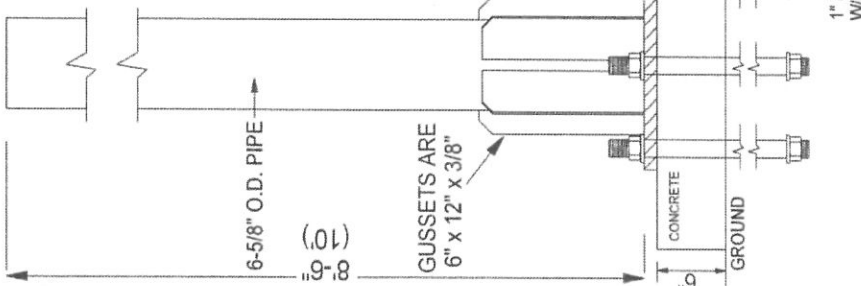


One Line Solar Interconnect Diagram
 DWG By: Arch Electric Inc 8_26_13
 Project: John Helt
 924 Oconobanks Dr Colgate, WI 53017

REQUIRED FOUNDATION SIZE BASED ON SOIL CONDITION		
LATERAL SOIL BEARING= 400 PSF/FT ALLOWABLE FOUNDATION PRESSURE= 4,000 PSF 90 MPH WIND LOAD NO REBAR REQUIRED IN CONCRETE		
TRACKER SIZE/POST HEIGHT	REQUIRED FOOTING SIZE SQUARE PAD OR SONOTUBE	
12 PANEL UP TO 200 SQ FT/8.5 FT POST	4'-0" X 4'-0" X 4'-0" DEEP PAD OR 2' DIA. X 7'-6" DEEP	
14 PANEL UP TO 220 SQ FT/8.5 FT POST	4'-6" X 4'-6" X 4'-6" DEEP PAD OR 2' DIA. X 8'-0" DEEP	
12/14 PANEL UP TO 220 SQ FT/10 FT POST	5' X 5' X 4'-8" DEEP PAD OR 3' DIA. X 7'-7" DEEP	
16 PANEL UP TO 250 SQ FT/8.5 FT POST	4'-6" X 4'-6" X 5'-3" DEEP PAD OR 2' DIA. X 8'-3" DEEP	
16 PANEL UP TO 250 SQ FT/10 FT POST	5'-0" X 5'-0" X 4'-10" DEEP PAD OR 3' DIA. X 8'-3" DEEP	
16/18 PANEL UP TO 288 SQ FT/10 FT POST	5'-6" X 5'-6" X 5'-0" DEEP PAD OR 3'-6" DIA. X 8'-0" DEEP	
16/18 PANEL UP TO 288 SQ FT/12 FT POST	5'-6" X 5'-6" X 5'-3" DEEP PAD OR 3'-6" DIA. X 8'-6" DEEP	
16/18 PANEL UP TO 288 SQ FT/14 FT POST	5'-6" X 5'-6" X 5'-6" DEEP PAD OR 3'-6" DIA. X 8'-10" DEEP	

IF SOIL TYPE DOES NOT MATCH SOIL TYPE DESCRIBED, THE FOUNDATION SHALL BE DESIGNED BY A QUALIFIED PROFESSIONAL ENGINEER OR BUILDING OFFICIAL

IF USED FOR TEMPLATE, YOU MUST USE 1 INCH HOLES



NOTES:
 -FOUNDATIONS CAN BE OUT OF GROUND 6"
 -ANCHOR BOLTS TO BE 28.5" IN LENGTH & 1" DIA
 -ANCHOR BOLTS MUST BE ASTM A36 OR EQUIVALENT
 -ANCHOR BOLTS MUST BE LOCATED BY MEANS OF A
 -TEMPLATE. DO NOT HAND SET ANCHOR BOLTS

**CONDITIONAL USE PERMIT
JOHN AND CINDY HELT
GROUND-MOUNTED SOLAR ARRAY
924 Oconobanks Drive
(Tax Key V10-0773-024)**

The Village Board of the Village of Richfield, Washington County, Wisconsin DO ORDAIN AS FOLLOWS:

Whereas, John and Cindy Helt (“property owner/petitioner”) own property located at 924 Oconobanks Drive (Tax Key: V10-0773-024) (“subject property”) and have submitted a conditional use application to establish a ground-mounted solar panel array on the subject property; and

Whereas, Section 70.301(E) of the zoning code for the Village of Richfield allows ground-mounted solar panel arrays in all zoning districts as a conditional use; and

Whereas, upon receipt of the application, the Village Clerk properly referred such petition to the Plan Commission for the Village of Richfield for determination; and

Whereas, the Plan Commission for the Village of Richfield scheduled a public hearing thereon as soon as practical; and

Whereas, upon publication of the required “Notice of Public Hearing” and mailing of said “Notice of Public Hearing” to all property owners within 300 feet of the subject property, the Plan Commission for the Village of Richfield held a public hearing on October 3, 2013, as required by section 70.241 of the zoning code for the Village of Richfield; and

Whereas, members of the public at the public hearing were given ample opportunity to provide comment; and

Whereas, the Plan Commission for the Village of Richfield tabled the public hearing until November 7, 2013 at 7:30PM for the purpose of information gathering and scheduled a special meeting for the purposes of a discussion only site visit to the subject property on October 17, 2013 at 6:00PM; and

Whereas, on November 7, 2013 the Village Plan Commission recommended approval to the Village Board for the proposed ground mounted solar panel array; now

THEREFORE IT IS ORDERED AS FOLLOWS:

Commencing upon the date of signature of this approval by Village officials and the property owner, whichever occurs last, a conditional use permit is hereby granted as more particularly described herein. This conditional use permit is subject to initial and continued compliance with each and every one of the following conditions, restrictions, and limitations.

- A. This conditional use approval is granted subject to the following conditions:

1. Subject Property. This conditional use permit is limited to the subject property located at 924 Oconobanks Drive (V10-0773-024).
2. Presentation Compliance. The construction and operation of the solar panel array shall be in substantial conformity with the presentation at the public hearing before the Village of Richfield Plan Commission held on October 3, 2013 and November 7, 2013, respectively.
3. Authorized use. The installation of a ground-mounted solar panel array in the location depicted in Exhibit A, which is attached hereto and incorporated herein by reference, is authorized subject to the following specific conditions:
 - a. The Petitioner submitted a landscaping plan to the Plan Commission attached hereto and incorporated herein as Exhibit B.
 - b. The configuration of the array shall be in substantial compliance with the layout depicted on Exhibit A, which is attached hereto and incorporated herein by reference.
 - c. The array shall be maintained in good working order.
 - d. Before issuing the building permit, the petitioner shall submit documentation acceptable to the building inspector indicating that the array meets all applicable regulations of the affected electric utility company.
 - e. Before issuing the building permit, the petitioner shall submit documentation acceptable to the building inspector from the Washington County Sanitarian indicating that the array meets all applicable regulations of the affected on-site sanitary system.
 - f. The array shall be placed in such a way that only the profile side view of the array is visible from the street view on Oconobanks Drive.
 - g. The array shall be in conformance with the rules and regulations set forth in Section 70.134, entitled Site Restrictions.
 - h. The array shall be a painted either black or brown.
 - i. All other uses of the subject property shall be in conformance to the Village's zoning code.
4. Licenses/Permits. The petitioner shall be required to obtain any and all required licenses and permits from the village, county, state, and federal government. If any license or permit is issued, any and all conditions of the same are incorporated herein and made a part of this conditional use permit.
5. Laws. The petitioner shall comply with all federal, state, county, and local rules, codes, ordinances, and regulations in the construction, operation, and maintenance of the subject property as amended from time to time.
6. Junk. No junk as defined in Section 263-8(A) of the Village code of ordinances; or disassembled, inoperable, junked or wrecked boats, motor vehicles, truck bodies, tractors, trailers also defined in Section 263-8(A); shall be accumulated or stored on the subject property. No burying or burning of junk is permitted on the subject property.
7. Fees and Expenses. Upon issuance of this conditional use permit, the petitioner shall reimburse the Village for all expenses incurred by the Village including all professional and technical assistance expenses, realized by the Village in reviewing, approving, and granting

this conditional use permit. The Village Clerk shall provide the petitioner with copies of all itemized invoices.

8. Cost of Enforcement. Any attorney fees incurred by the Village of Richfield to enforce any of the conditions or requirements of this conditional use permit must be paid by the petitioner.
 9. Revocation or Modification of Approval. Whenever the Village Board has reasonable cause to believe that any of the conditions herein imposed are being or have been violated, or any use of the subject property related to the operation becomes hazardous, harmful, noxious, offensive, or a nuisance to surrounding properties, the Village Board shall have the right to revoke or modify this conditional use permit, including, but not limited to, imposing stricter conditions upon the use and/or operation through a revised permit by the following the process as set forth in Section 70-241(D)(2) of the Village code of ordinances.
 10. Acceptance. Within four months of when the Village Board approves this conditional use permit, the petitioner is required to accept the terms and conditions of this approval in writing.
 11. Effect of Approval on Heirs, Successors, and Assigns. The terms of this conditional use approval shall be binding on the owners of the subject property and their heirs, successors, and assigns.
 12. Right of entry for inspection. The petitioner hereby gives village officials, employees, and authorized agents the right to enter the subject property with reasonable notice for purposes of inspecting the premise to ensure compliance with the terms of this permit.
- B. Any use not specifically listed as permitted shall be considered to be prohibited except as may be otherwise specifically provided herein. In case of a question as to the classification of use the question shall be submitted to the Plan Commission for determination.
- C. No use is hereby authorized unless the use is conducted in a lawful, orderly, and peaceful manner. Nothing in this order shall be deemed to authorize any public or private nuisance or to constitute a waiver, exemption or exception to any law, ordinance, order or rule of either the municipal governing body, the county of Washington, the state of Wisconsin, the federal government, or other duly constituted authority, except only to the extent that it authorizes the use of the subject property above described in any specific respects described herein. This order shall not be deemed to constitute a building permit, nor shall this order constitute any other license or permit required by Village ordinance or other law.
- D. This conditional use hereby authorized shall be confined to the subject property described, without extension or expansion other than as noted herein, and shall not vary from the purposes herein mentioned unless expressly authorized in writing by the Plan Commission as being in compliance with all pertinent ordinances.
- E. Should the permitted conditional use be abandoned in any manner, or discontinued in use for twelve (12) months, or continued other than in strict conformity with the conditions of the

original approval, or should the petitioner be delinquent in payment of any monies due and owing to municipality, or should a change in the character of the surrounding area or the use itself cause it to be no longer compatible with the surrounding area or for similar cause based upon consideration of public health, safety or welfare, the conditional use may be terminated by action of the Plan Commission, pursuant to the enforcement provisions of this conditional use order.

- F. Any change, addition, modification, alteration and/or amendment of any aspect of this conditional use, including but not limited to an addition, modification, alteration and/or amendment to the use, premises (including, but not limited to, any change to the boundary limits of the subject property), structures, lands other than as specifically authorized herein, shall require a new conditional use permit and all procedures in place at the time must be followed.
- G. Unless this conditional use permit expressly states otherwise, plans that are specifically required by this conditional use order may be amended upon the prior approval of the Plan Commission if the Plan Commission finds the plan amendment to be minor and consistent with the conditional use permit. Any change in any plan that the Plan Commission feels, in its sole discretion, to be substantial shall require a new permit, and all procedures in place at the time must be followed.
- H. Should any paragraph or phrase of this conditional use permit be determined by a court to be unlawful, illegal or unconstitutional, said determination as to the particular phrase or paragraph shall not void the rest of the conditional use and the remainder shall continue in full force and effect.
- I. If any aspect of this conditional use permit or any aspect of any plan contemplated and approved under this conditional use is in conflict with any other aspect of the conditional use or any aspect of any plan of the conditional use, the more restrictive provision shall be controlling as determined by the Plan Commission.
- J. This conditional use may be reviewed by the Plan Commission at any time upon complaint or upon Plan Commission initiative as provided in Section 70.241(d)(2) of the Village of Richfield village code and as amended from time to time.

Passed this 21 DAY OF NOVEMBER, 2013

John Jeffords, President

ATTEST:

Joshua Schoemann, Administrator/Clerk/Treasurer

ACCEPTANCE

We, John Helt and Cindy Helt, accept the terms of this conditional use approval in its entirety.

Dated this ____ day of _____, 2013

John Helt, property owner

Cindy Helt, property owner

STATE OF WISCONSIN)
)ss
COUNTY OF _____)

Personally came before me this ____ day of _____, 2013, the above named persons, John and Cindy Helt, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC

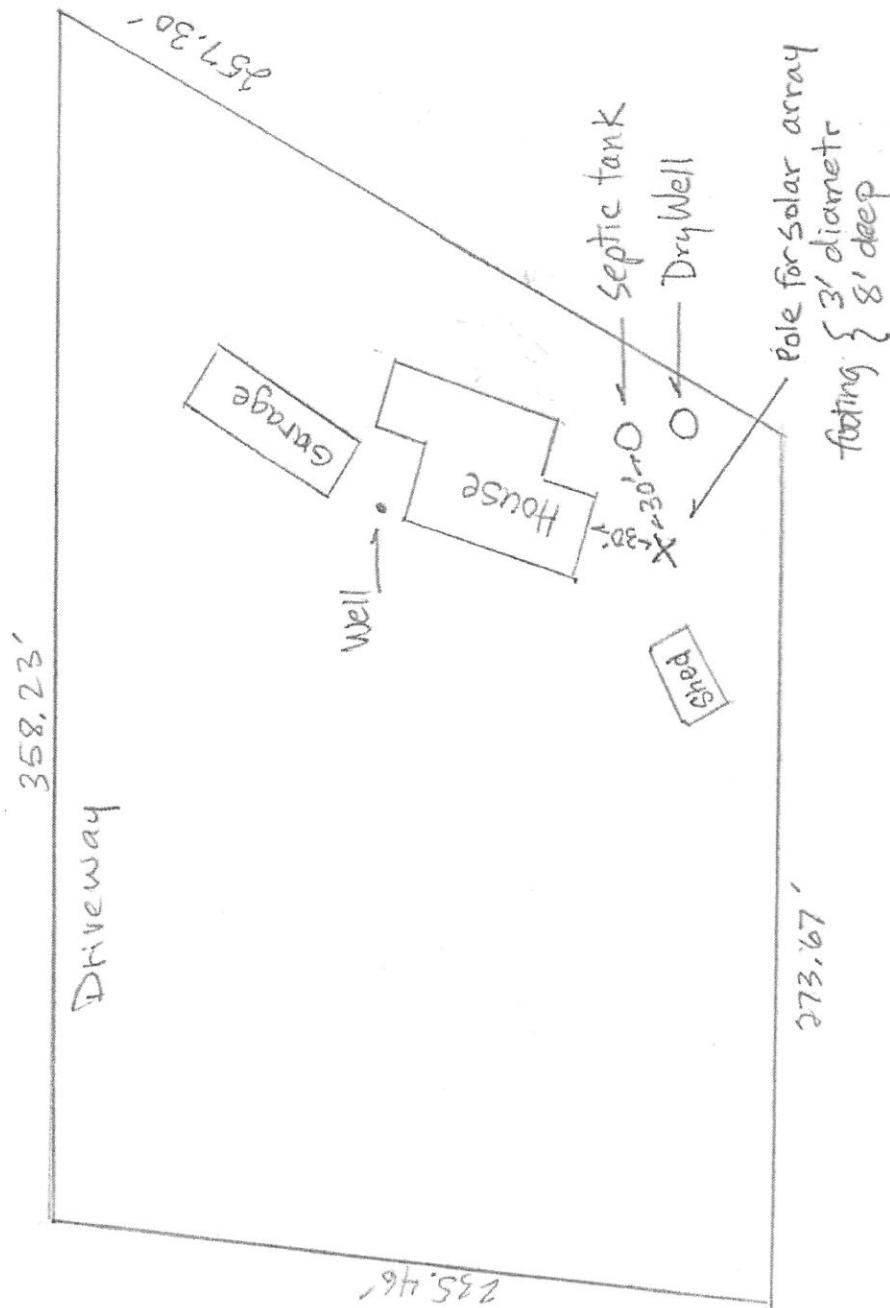
My Commission Expires:

Exhibit A

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Lot 24
924 Deonobanks Drive
John & Cindy Helt

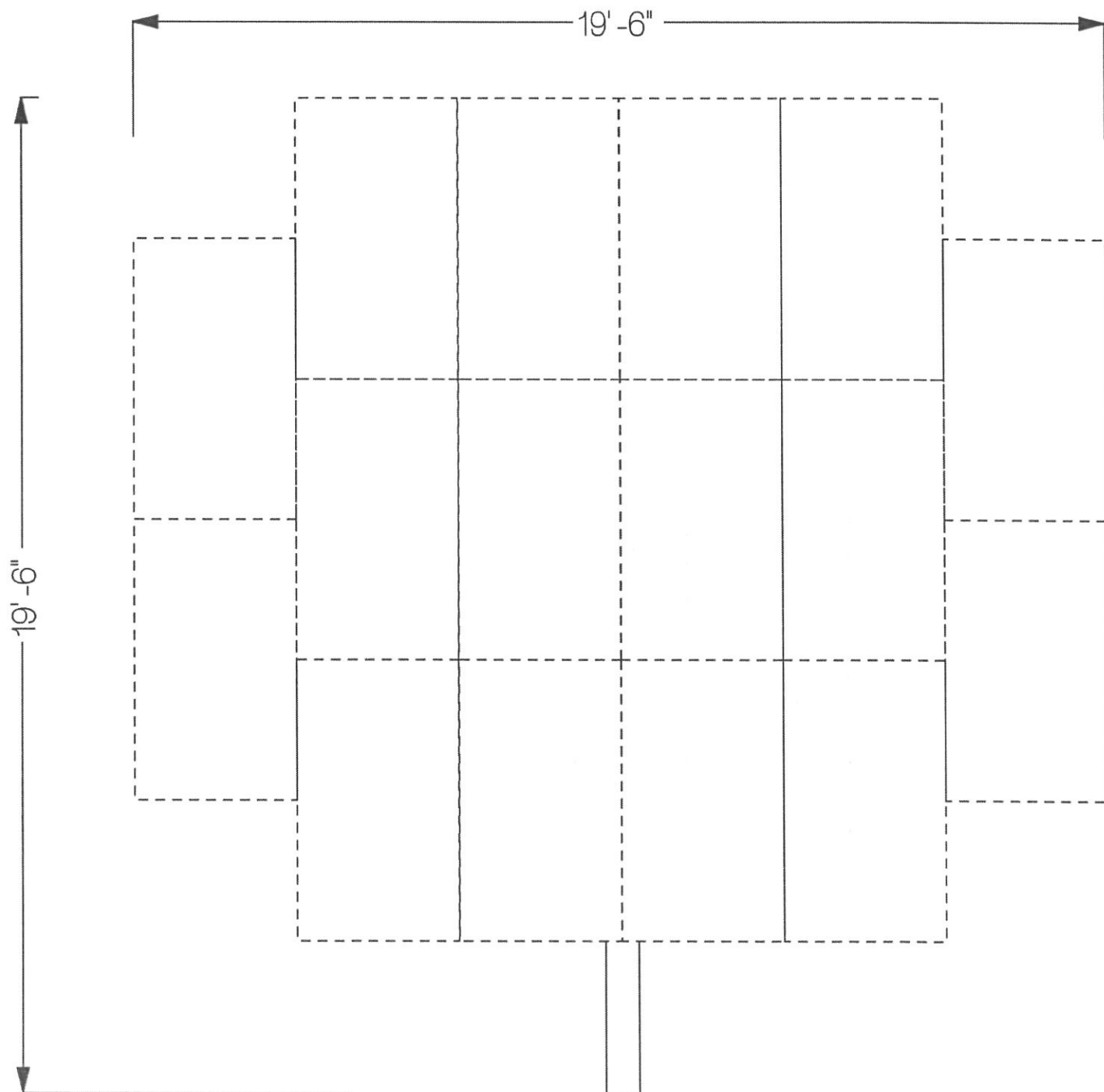
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Deonobanks River

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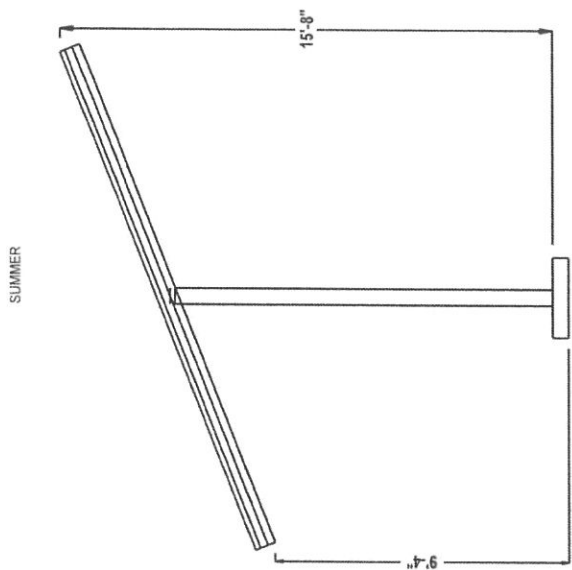
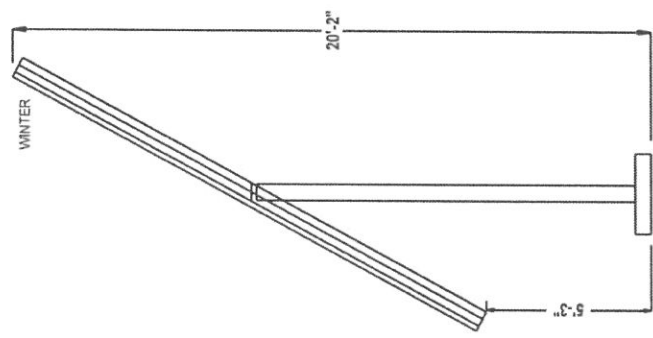
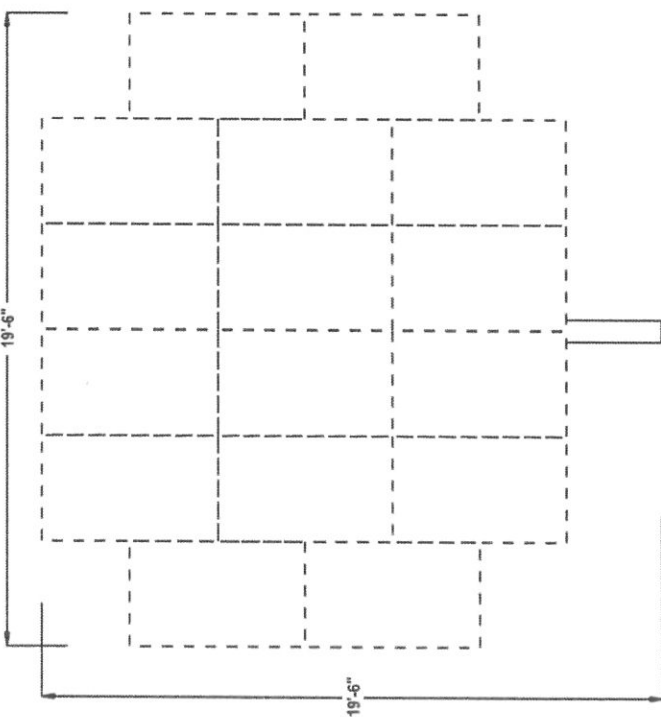
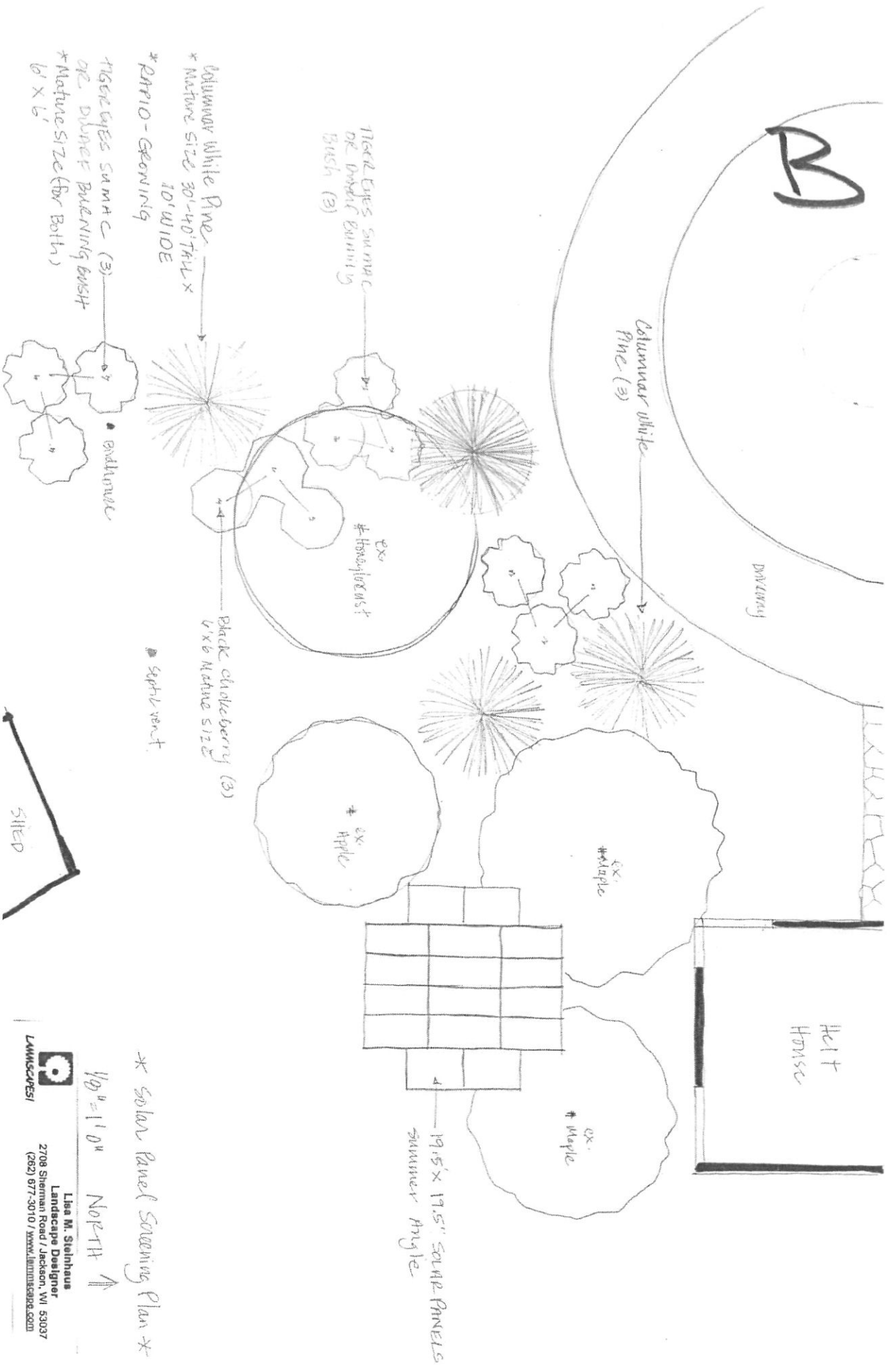


Exhibit B

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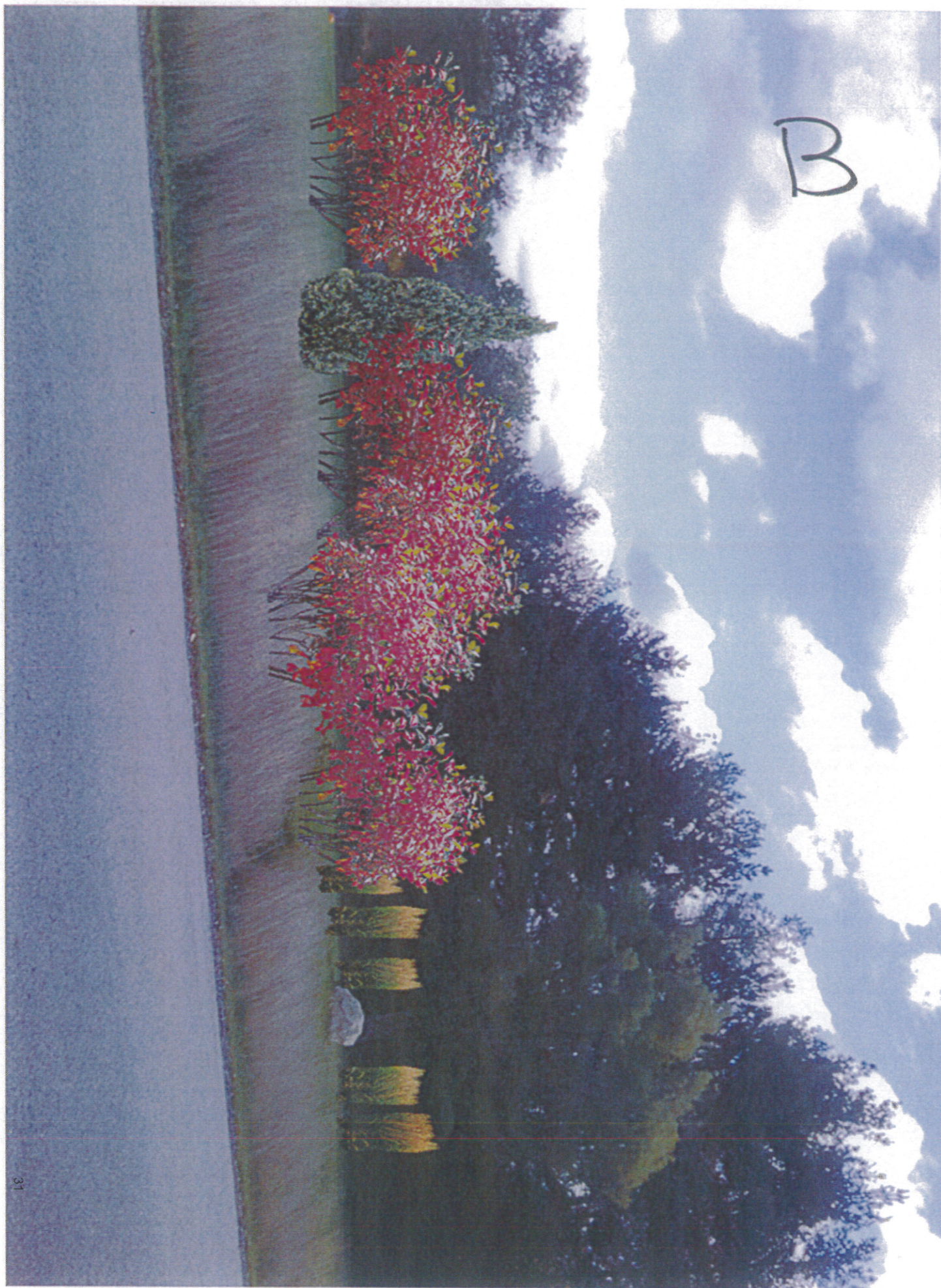
Exhibit B
(LEFT INTENTIONALLY BLANK)

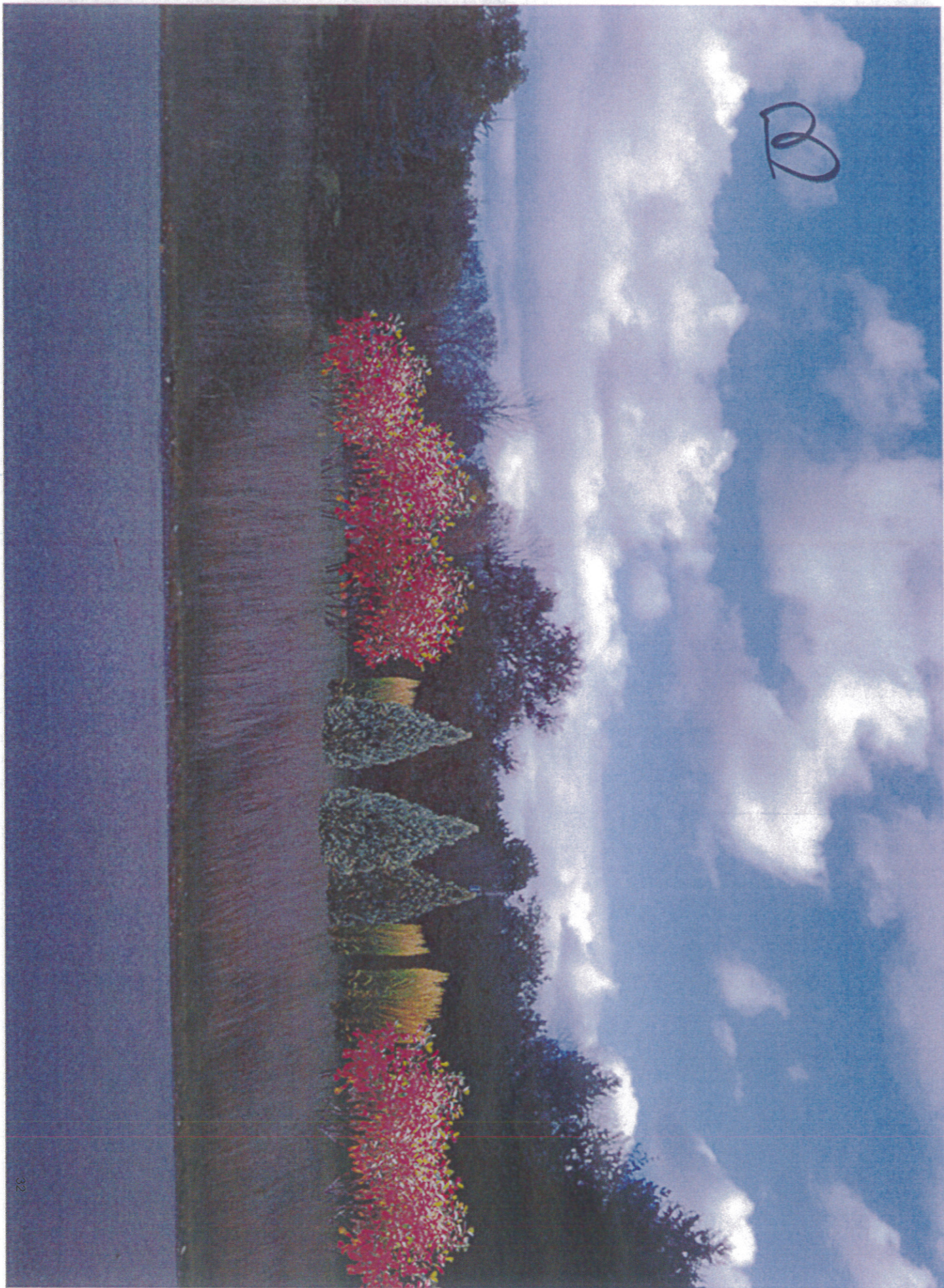


* Solar Panel Screening Plan *
 1/2" = 1' 0" North ↑
 Liaa M. Steinhilber
 Landscape Designer
 2708 Sherman Road / Jackson, VI 53037
 (262) 677-3010 / www.liamscapes.com



B





B



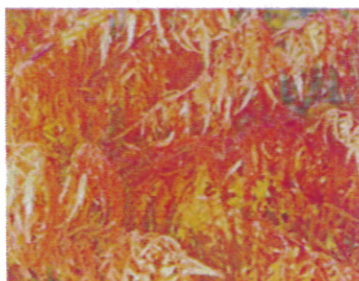
Columnar White Pine



Tiger Eyes Sumac

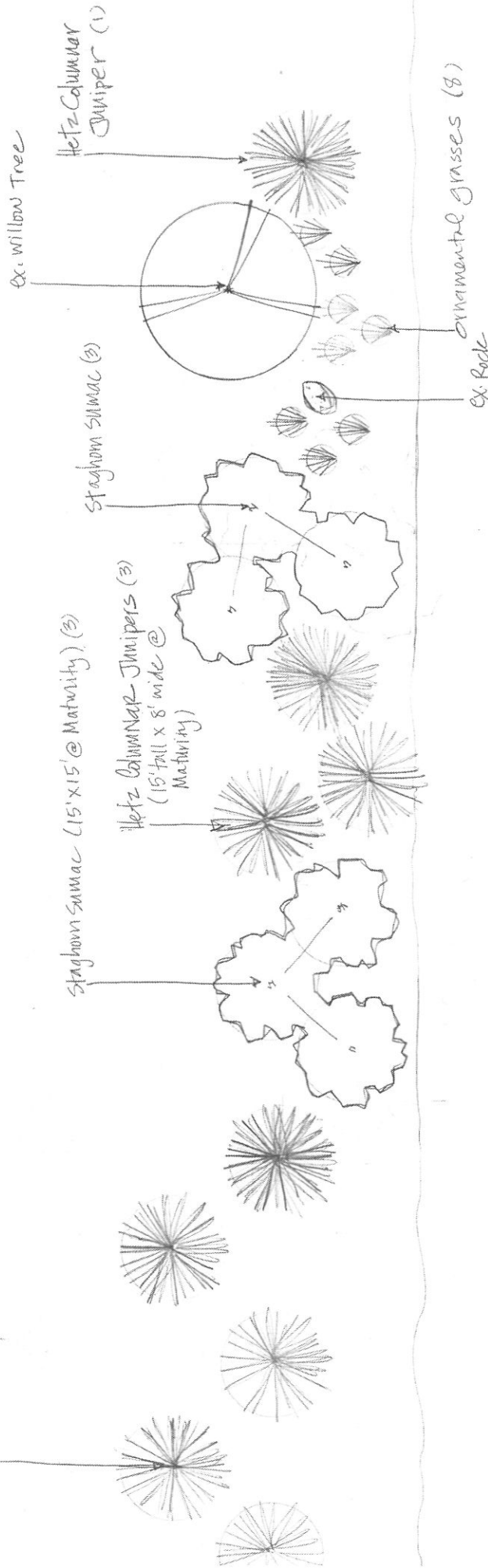


Compact Burning Bush - fall color



Tiger Eyes - fall color

Existing, New Spruce Plantings



N *JOHN + CINDY HOLT*
PODSIDE SCREEN PLANTING SKETCH

Lisa M. Steinhaus
Landscape Designer
2708 Sherman Road / Jackson, WI 53037
(262) 677-3010 / www.lammscape.com



1/8" = 1' 0"

Oconomowoc Drive

JD



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

89.

MEETING DATE: November 21, 2013

SUBJECT: Pioneer Road Agreement

DATE SUBMITTED: November 14, 2013

SUBMITTED BY: Joshua Schoemann, Village Administrator

POLICY QUESTION:

HOW SHOULD THE VILLAGE BOARD DIRECT VILLAGE STAFF TO PROCEED WITH FUTURE PLANNING FOR PIONEER RD, FROM STH 175 TO US HWY 41?

ISSUE SUMMARY:

At the May 16, 2013 meeting of the Village Board, in the midst of a moderate emergency, caused by the failure of Pioneer Road, west of Mayfield Road, the Board directed Staff to execute a contract with All Pro Asphalt Co. for the necessary temporary repairs to the road. In addition, during a separate agenda item discussion, the Board indicated by general consent, their desire to transfer this small section of road to Washington County.

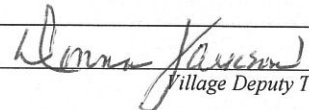
Following this discussion, Staff initiated efforts to secure state and federal grant funding to achieve this initiative. Despite our efforts to secure such funding, the Village was unsuccessful in its attempt to procure "STP Freight Grant" money to help fund this project. This unsuccessful attempt leaves the Village in a position where it is Staff's belief that we ought to again consider our approach to this road.

Since we know that the current fix that we have in place is little more than a band-aid, and since we also know that the County will likely not take this section of road over without some sort of upgrade to the existing condition of the road, Staff thought it prudent to confirm the Board's commitment to this approach, knowing that we will likely need to seek a new approach to get there. Specifically, we are looking for Board direction as to whether or not the Board is willing to commit significant Village Funds to bring the road up to standard, with the hope that we can further seek County cooperation.

In addition, at this time the 10 year agreement made between various businesses which use this corridor, has come to a conclusion. Given this transition, Staff wanted to seek direction and have general discussion with the Board about whether or not to renegotiate the terms of this agreement.

FISCAL IMPACT:

REVIEWED BY:


Village Deputy Treasurer

Initial Project Costs: N/A

Future Ongoing Costs: Unknown

Physical Impact (on people/space): N/A

Residual or Support/Overhead/Fringe Costs: Unknown

ATTACHMENTS:

1. May 16, 2013 Minutes
2. May 16, 2013 Packet

STAFF RECOMMENDATION:

None.



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

MEETING DATE: November 21, 2013

SUBJECT: Pioneer Road Agreement


DATE SUBMITTED: November 14, 2013

SUBMITTED BY: Joshua Schoemann, Village Administrator

APPROVED FOR SUBMITTAL BY:



Village Staff Member



Village Administrator

VILLAGE CLERK USE ONLY
BOARD ACTION TAKEN

Resolution No. _____
Ordinance No. _____
Approved _____
Other _____

Continued To: _____
Referred To: _____
Denied _____
File No. _____

vi. Capital Improvement Plan Administrative Committee

Nominations included Dan Neu, Don Berghammer, and Rob McDonald.

Motion by Trustee Brandner to appoint Dan Neu, Don Berghammer, and Rob McDonald to the Capital Improvement Plan Administrative Committee, seconded by Trustee Voss. Motion carried 4-0 with Trustee Neu abstaining.

c. Discussion/Action regarding recommendation from STH 175 Streetscaping Committee

Assistant to the Administrator Healy led the discussion, and explained that this plan addresses landscaping at the proposed roundabout at the intersection of STH 175 and STH 167, new village signage and landscaping at various areas along the reconstruction route.

Motion by Trustee Brandner to approve the proposed STH 175 Streetscaping plan as prepared by the ad-hoc committee and to direct the Village Administrator to convey the same to the WisDOT for inclusion in the 2015 construction plans, seconded by Trustee Voss. Motion carried unanimously.

Motion by Trustee Collins to authorize Village Staff to work with Crispell-Snyder to acquire a private land easement for the land generally located on the STH 175 and STH 167 landscaping site plan for the purpose of a monument sign as depicted on the same, contingent on a discussion on the disposition of the Lion's Club Village sign, seconded by Trustee Neu. Motion carried unanimously.

d. Discussion /Action regarding quotes for replacement of existing audio/visual system Village Hall lower level

Assistant to the Administrator Healy summarized the issues with the system.

Concerns were expressed about the costs to install a new system. More information was requested regarding the warranty of the new systems and additional references. It was suggested that Ayer Electric be contacted to offer his opinion about the current system.

No action was taken.

e. Discussion/Action regarding future management of Pioneer Road from Pioneer Plaza to STH 175

Administrator Schoemann reviewed the history of this issue and the Board discussed various avenues of action.

No action was taken.

f. Discussion/Action regarding quotes for road patching on Pioneer Road

President Jeffords recused himself from the discussion and voting due to a conflict of interest and Trustee Neu presided in his place.

Motion by Trustee Brandner to authorize the Village Administrator to execute a contract with All Pro Asphalt Co. for the patching and maintenance of Pioneer Road from Pioneer Plaza to STH 175, seconded by Trustee Voss. Motion carried 4-0.



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

6e

MEETING DATE: May 16, 2013

SUBJECT: Pioneer Rd (Pioneer Plaza – STH 175)
DATE SUBMITTED: May 07, 2013
SUBMITTED BY: Joshua Schoemann, Village Administrator

POLICY QUESTION:

WHAT DIRECTION WOULD THE VILLAGE BOARD LIKE TO PURSUE REGARDING THE FUTURE MANAGEMENT OF PIONEER ROAD FROM PIONEER PLAZA TO STH 175?

ISSUE SUMMARY:

At the August 16, 2001 meeting of the Town Board, seven construction companies attended the meeting to discuss the issue of weight restrictions on Pioneer Road. As a byproduct of that meeting, and several subsequent meetings, the Town Board approved an agreement on November 15, 2001 requiring the seven companies to collectively pay \$7,000 per year in order to maintain the right to utilize the road as a "Class 'A' highway".

Following the approval of this agreement, at the August 15, 2002 meeting of the Town Board, the Board approved a motion to have Scott Construction (one of the original seven companies referenced above) resurface the intersection of Mayfield Road and Pioneer Road at their expense. Although Staff could not definitively determine whether or not this specific work was ever in fact completed, in late 2004 the Village went out for bid for 'surface patching, pulverizing, paving and shouldering a portion of Pioneer [Road] at two locations of the project area.' At the September 16, 2004 meeting of the Town Board, the low alternate bid (with road closed) for this work was accepted at \$19,659.

Aside from this significant work, Staff was unable to locate any additional major repairs or construction in the past eight (8) years. That being the case, to date Richfield has collected \$84,000 from the seven companies. Meanwhile, if it pleases the Board to approve the proposed patching project, to date the Village will have spent \$36,000 on major repair work to the road. In addition, an unknown amount of time and maintenance expense have been incurred on more minor repair work, including patching, shouldering and other similar functions.

Another important piece of information regarding this matter is the term of the initial agreement. As approved in November of 2001, the term of this agreement was ten years. This being the case, effective November 15, 2011 this agreement was no longer contractually in effect. Still, even as recently as January 2013 the Village has billed, and the respective companies have paid, the \$7,000 sum in accordance with the agreement. In addition, it should be noted that in the past few months, as this section of road has been in need of repair, requiring temporary weight limits, the companies have been cooperative with the Village's requests. Given this information it is Staff's opinion that the terms of this agreement, while certainly not legally binding, are being respected by the parties during the course of 2013.

With that information in mind, Staff thought it prudent to begin the discussion now regarding the future management and maintenance of this section of road. To that end, Staff has developed a short term solution, identified in agenda item 7f. Staff has also developed a list of long term solutions for the Board's consideration tonight, which are listed below. Although there are certainly additional solutions which may be viable, and worth exploring, Staff believes that these options provide the most promise, whereas they each solve this issue for the long term.

1. Work with Washington County to transfer this section of road to the County's authority, making it a County Highway.
 - Since this road receives a high volume of truck traffic, much of which is 'thru traffic', this option is certainly a preferred alternative in Staff's opinion.
 - Given the ease of access from soon to be I-41, this option is the most logical as it insures inter and



VILLAGE OF RICHFIELD

VILLAGE BOARD COMMUNICATION FORM

MEETING DATE: May 16, 2013

SUBJECT: Pioneer Rd (Pioneer Plaza – STH 175)
DATE SUBMITTED: May 07, 2013
SUBMITTED BY: Joshua Schoemann, Village Administrator

intrastate commerce is not adversely affected.

2. Designate this section of road as a 'truck route', allowing for the continued 'Class A' Highway designation, per codification by the Village Board.
 - Staff recommends reconstructing the road to a 'Class A' Highway standard, drastically improving the base, expanding the traveling surface and the shoulders.
 - Staff recommends renegotiating the agreement with the seven companies, increasing the annual contribution and considering an even longer term.
3. Return this section of road back to a local road status, retaining classification as a 'Class B' Highway (which allows for normal traffic of less than a snow plow truck), precluding any significant truck traffic from traveling this portion of road.
 - Staff recommends, at a minimum, resurfacing this section of road following the reconstruction of STH 175.
 - Additional enforcement will be required, particularly in the first few months of the new weight limits, in order to protect the integrity of the road.

Regardless of the option the Board chooses to pursue, Staff strongly plans to administer the following: First, the Village will coordinate with WisDOT to ensure the proper reconstruction of the intersection of Pioneer Road and STH 175. Because this reconstruction includes a larger turning radius, the work extends significantly into the Village owned portion of Pioneer Road. Therefore, to minimize duplication of effort it is wise for the Village to work with WisDOT and follow the reconstruction of STH 175. Second, to get us to a 2015 or 2016 resurfacing/reconstruction of this section of road, the Board should approve the patching proposed in agenda item 7f. Finally, relative to the western extension of Pioneer Road past STH 175, proper enforcement of Class B weight limits should be executed immediately. Not only will this protect the integrity of the road from STH 175 to STH 164, it will also discourage thru traffic on the section of road being discussed tonight.

As noted on tonight's agenda, this item is discussion only. Staff is simply seeking guidance from the Board on which option to pursue at this point. Again, there may be additional options worth exploring, however Staff felt it important to begin the conversation and attempt to propose long term solutions in doing so.

FISCAL IMPACT:

REVIEWED BY:

Donna Jackson
Village Deputy Treasurer

Initial Project Costs: TBD
Future Ongoing Costs: TBD
Physical Impact (on people/space): TBD
Residual or Support/Overhead/Fringe Costs: TBD

ATTACHMENTS:

1. August 16, 2001 Town Board Minutes
2. October 18, 2001 Town Board Minutes
3. November 15, 2001 Town Board Minutes
4. November 15, 2001 Road Maintenance Agreement with seven (7) companies
5. August 15, 2002 Town Board Minutes
6. Staff Estimate for 'Class A' Highway standard reconstruction

STAFF RECOMMENDATION:

None.



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

MEETING DATE: May 16, 2013

SUBJECT: Pioneer Rd (Pioneer Plaza – STH 175)
DATE SUBMITTED: May 07, 2013
SUBMITTED BY: Joshua Schoemann, Village Administrator

APPROVED FOR SUBMITTAL BY:

CF
Village Staff Member

JS
Village Administrator

VILLAGE CLERKS USE ONLY
BOARD ACTION TAKEN

Resolution No. _____
Ordinance No. _____
Approved _____
Other _____

Continued To: _____
Referred To: _____
Denied _____
File No. _____

♦ 9a. Discussion/Action on Operator Licenses - New

Name	Place of Employment	Course	Felony
Darlene Sojak	Rotten Apple	Yes	No
Mark Peterson		Yes	No
Monique Clark	Gotcha Inn	Yes	No

A motion was made by John Jeffords, seconded by Diane Pedersen to approve the Operator Licenses for the above referenced list. Motion Carried.

A motion by John Jeffords, second by Diane Pedersen to move to Item 9f next. Motion Carried.

♦ 9f. Discussion/Action regarding Class B Highway Designation for Pioneer Road from STH 164 to Highway 41.

Representatives from the seven construction companies were present to discuss the issue of weight restrictions on Pioneer Road. An agreement will have to be drafted and signed by all parties involved regarding the use and maintenance of Pioneer Road. The companies agreed to pay \$1000 per year per company for a total of \$7000 to a maintenance fund for upkeep of the road.

A motion by Jerry Becker, second by John Jeffords to lift the weight restrictions on Pioneer Road from STH 175 to Highway 41 provided that a written agreement is signed by all the involved parties. Motion Carried.

♦ 9b. Discussion/Action on Participation in Wisconsin Retirement System.

The Board discussed whether the Town should participate in the Wisconsin Retirement System instead of our current deferred comp. system. The Board felt that the employees should be surveyed on this matter. The Board felt that the retirement should be considered part of the total compensation package. No formal action taken at this time. More discussion at next month's meeting.

♦ 9c. Discussion/Action on 2002 Contract with Washington County Humane Society.
Chairman Ralph Schulteis reviewed the amount that other municipalities in Washington County pay to the Humane Society. The question was raised whether the county pays a yearly fee to the Humane Society. No formal action was taken at this time.

♦ 9d. Discussion/Action Regarding Class "A" & "B" and "Class A & B" Liquor and Beer Licenses.

A motion was made by John Jeffords, second by Jerry Becker to reduce the Class "A" & "B" and "Class A & B" Liquor Licenses from \$600 to \$425 and reduce the Cigarette License from \$100.00 to \$30.00 and to refund overpayments to all licensees. Motion Carried.

- ♦ 9f. Discussion/Action to Purchase Parcel Tax Key T10 1087 00A; Pt of NE NW Wierls Lake Park Boat Lots E-F Blk 3 Described in V1035 P133 & V1043 P182 of Records; Section 26-9-19.

A motion by Imogene Rasmussen, second by Diane Pedersen to Purchase Parcel Tax Key T10 1087 00A; Pt of NE NW Wierls Lake Park Boat Lots E-F Blk 3 Described in V1035 P133 & V1043 P182 of Records; Section 26-9-19. Motion Carried, Jerry Becker voted "present".

- ♦ 9g. Discussion/Action to Salt Purchases for 2001-2002

Gary Wolf reported that no salt bids were received, however he was able to located some available salt. A motion by Jerry Becker, second by John Jeffords to purchase 1000 tons of salt from IMC at a price of \$48.55 per ton. Motion Carried.

- ♦ 9h. Discussion/Action on Shop Equipment

A motion by Jerry Becker, second by John Jeffords to Approve purchases. Motion Carried.

- ♦ 9i. Discussion/Action on Road Maintenance Agreement for Pioneer Road.

Administrator Krueger reported that Attorney Beck reviewed the proposed agreement. Discussion regarding charging a realistic price to cover possible repairs to the road in the future.

A motion by John Jeffords, second by Jerry Becker to lay over to the November meeting. Motion Carried.

ORDINANCES - None

RESOLUTIONS

- ♦ 11a. Discussion/Action on Resolution 01-06-03 - A Resolution Regarding the Town's Participation in Wireless Community Facility Master Plan and Revised Wireless Service Provider Annual Registration Fee.

Supervisor Pedersen reported on the Wireless Communications fees. A motion by Imogene Rasmussen, second by John Jeffords to deny Resolution 01-06-03. Motion Carried.

- ♦ 11b. Discussion/Action on Resolution 01-10-01 - A Resolution Regarding Designated Truck Reserve Account.

A motion by John Jeffords, second by Imogene Rasmussen to approve Resolution 01-10-01. Motion Carried.

- ♦ 12. COMMUNICATIONS -None

- ♦ 13. CLOSED SESSION

A motion by John Jeffords, second by Diane Pedersen to enter in to Closed Session Pursuant to Section 19.85(1)(c) of the Wisconsin Statutes regarding considering

NEW BUSINESS

♦ 9a. Discussion/Action on Operator Licenses - New

Name	Place of Employment	Course	Felony
Adam Burback	Johnny Manhattan's	No	No
Sally Hader	Anderson's	No	No
Timothy Fink	Pioneer Bowl	Yes	No
Kari Pearson	EJ's	Yes	No
Sarah Eibl	Sugar Daddy's	Yes	No

A motion was made by Imogene Rasmussen, seconded by Diane Pedersen to approve the Operator Licenses for the above, excluding Sally Hader who was not in attendance. Motion Carried.

♦ 9b. Discussion/Action to Approve the 2002 Budget.

A motion by John Jeffords, second by Imogene Rasmussen to approve the 2002 budget with the General Fund Revenues of \$863,375 and General Fund Expenditures of \$2,389,643 to be lowered by \$90,050, resulting in a total Tax Levy of \$1,436,218. Motion Carried.

♦ 9c. Discussion/Action Regarding Wisconsin Central Railroad Bridge on Hubertus Road.

A motion by Diane Pedersen, second by Imogene Rasmussen to lay over to the December meeting. Motion Carried.

♦ 9d. Discussion/Action on Road Maintenance Agreement for Pioneer Road.

Discussion regarding the agreement.

A motion by Imogene Rasmussen, second by Diane Pedersen to approve the Road Maintenance Agreement for Pioneer Road with the addition that monies paid to the town are non-refundable and if any vendor doesn't make their payment, the other entities are entitled to cover the amount or the weight limits will be reinstated. Motion Carried. John Jeffords abstained.

♦ 9e. Discussion/Action on Installation of Stop Signs on Hillside Road and Monches Road.

The neighbors would like to see a stop sign at this intersection. Discussion regarding type of stop sign and possibility of a 3-way stop at the intersection. Chairman Schulteis will speak with the Sheriff's Department regarding this matter.

A motion by Diane Pedersen, second by John Jeffords to Lay Over to December. Motion Carried.

ROAD MAINTENANCE AGREEMENT

This agreement is made between and among the Town of Richfield ("Town") and DMD Trucking LLC, Payne & Dolan, Inc., Pioneer Plaza, Ltd., Schmitz Ready Mix Inc., Scott Construction Inc., Wissota Sand & Gravel Co., and Zignego Ready Mix Inc. (collectively the "Businesses") in consideration of the facts recited below and the terms, conditions and covenants contained in this agreement.

A. RECITATIONS

1. Each of the Businesses owns and operates a business upon land within the geographical limits of the Town, and each of the Businesses wishes to use and benefit from the use of Pioneer Road from State Highway 175 to US Highway 41 ("Road").
2. The Town could deny the Businesses the use of the Road by regulating the weight and/or nature of the vehicles that are permitted to use the Road.
3. The Town agrees to permit the Businesses to use the Road for the normal traffic generated by the Businesses on condition that the Businesses agree to pay a portion of the expense of resurfacing the Road that is larger than the portion of such expense that is being paid and will be paid by other owners of property abutting the Road.
4. The Businesses believe that they receive benefits from the use of the Road that are different in kind and value than the benefits received by other owners of land abutting the Road in that the Businesses can save fuel and be more efficient in their operations if they use the Road.

B. TERMS, CONDITIONS AND COVENANTS

1. PAYMENTS OF COSTS - Each of the Businesses shall pay to the Town \$1,000 per year toward the cost to resurface the Road. The pecuniary obligation of each of the Businesses to the Town under accordance with this agreement shall be deemed to be and shall be treated for all purposes as special charges within the meaning of Section 66.0627(2), Wis. Stats. The payment shall be made and applied as follows:
 - a. During the term of this agreement, each of the Businesses shall pay \$1,000.00 to the Town on or before the 15th of January of each year.

- b. Payments received by the Town pursuant to this agreement shall be retained by the Town in a separate, interest-bearing account where the funds are "designated" for the payment of expenses incurred in the resurfacing of the Road.
 - c. In the event one of the Businesses fails to make an installment payment required by this agreement, the Town may collect the amount of the unpaid installment as a delinquent special charge in accordance with Section 66.0627(4), Wis. Stats. The Businesses hereby consent to the levying of such special charges and waiver notice and hearing requirements that would otherwise apply.
2. LIMITATION ON RESURFACING - The Town's right to use the "designated" funds and the Businesses obligation to pay the costs of resurfacing the Road shall be limited as follows:
- a. The determination that the Road requires resurfacing shall be made by the Town in accordance with the guidelines used generally by the Town to determine the need for and nature of resurfacing of the Town's roads.
3. USE OF ROAD - During the term of this agreement, the Businesses shall have the right to use the Road subject only to such limitations as are imposed by the Wisconsin Statutes for use of a "class 'A' highway", as defined by Section 348.15(1), Wis. Stats.
4. TERM - This agreement shall terminate on the tenth anniversary of its effective date or at such time as the Road becomes a state trunk highway or county highway.
5. NOTICE - All notices, requests, demands and other communications permitted or required to be given under this agreement shall be presumed to have been duly given, if delivered by hand or mailed, certified or registered mail, return receipt requested, with postage prepaid to the addresses set forth below or to such addresses as may be designated in writing by a party and communicated to the other parties.
- | | |
|------------------------|------------------------------|
| a. If to the Town, to: | b. If to the Businesses, to: |
| Town of Richfield | Wissota Sand & Gravel Co. |
| 4128 Hubertus Road | 2759 Scenic Rd. |
| Hubertus, WI 53033 | Richfield, WI 53076 |

b. If to the Businesses, to:
DMD Trucking, LLC
3880 Pioneer Rd.
Richfield, WI 53076

Schmitz Ready Mix, Inc.
5400 N. 125th St.
P.O. Box 250847
Milwaukee, WI 53225

Pioneer Plaza, LTD.
3230 Pioneer Rd.
Richfield, WI 53076

Zignego Ready Mix, Inc.
W226 N2940 Duplainville Rd.
Waukesha, WI 53186

Payne & Dolan, Inc.
P.O. Box 781
Waukesha, WI 53187

Scott Construction, Inc.
P.O. Box 340
ATTN: Jim Loomis
Lake Delton, WI 53940

6. CHANGE IN BUSINESS - This agreement shall be binding upon and enforceable against the Businesses, their personal representative(s), surviving joint tenant(s), heirs, assigns and the owners of real estate on which the businesses operate.
7. COUNTERPARTS - This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

To indicate their agreement and consent to the above, the parties have executed this agreement on the date listed below.

The terms and conditions of this agreement are hereby accepted and agreed to on this 15 day of November, 2001.

TOWN OF RICHFIELD

By: Ralph F. Schultze

Notarized by: Pamela S. Spranger

DMD TRUCKING

By: Walter J. Dinnick

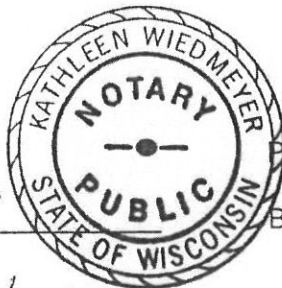
Notarized by: Kathleen Wiedmeyer



PAYNE & DOLAN, INC.

By:

John R. Wink



Notarized by:

Kathleen Wiedmeyer

PIONEER PLAZA, LTD.

By:

Steven G. Pien



Notarized by:

Kathleen Wiedmeyer

SCHMITZ READY MIX, INC.

By:

Alan Schmitz



Notarized by:

Kathleen Wiedmeyer

ZIGNEGO READY MIX, INC.

By:

Jim Zignego



Notarized by:

Kathleen Wiedmeyer

SCOTT CONSTRUCTION, INC.

By:

Don Bader



Notarized by:

Kathleen Wiedmeyer

WISSOTA SAND & GRAVEL CO. ^

By:

Wm. J. Brumak



Notarized by:

Kathleen Wiedmeyer

Drafted by:

Richard Krueger
Town Administrator

Town of Richfield
4128 Hubertus Rd.
Hubertus, WI 53033

ROAD MAINTENANCE AGREEMENT
AMENDMENT

8. AMENDMENT

- a. All money paid to the town under this agreement are non-refundable.
- b. If any participating business fails to make their installment payment as required by this agreement, the Town of Richfield reserves the right to reinstate the weight limitations on Pioneer Road. However, any of the other participating businesses reserve the right to make payment to cover any delinquency in order to allow the road to remain open

The terms and conditions of this amendment are hereby accepted and agreed to on this 15 day of November 2001.

TOWN OF RICHFIELD

By: Ralph Schulteis

Notarized by: Pamela Spranger

DMD TRUCKING

By: Dennis J. Knud

Notarized by: Kathleen Widmeyer

PAYNE & DOLAN, INC.

By: Jeff K. Wittin

Notarized by: Kathleen Widmeyer

PIONEER PLAZA, LTD.

By: Steven J. Pier

Notarized by: Kathleen Widmeyer

SCHMITZ READY MIX, INC.

By: Alan Schmitz

Notarized by: Kathleen Widmeyer

ZIG VEGO READY MIX, INC.

By: Jim Zymers

Notarized by: Kathleen Widmeyer

SCOTT CONSTRUCTION, INC.

By: Don Bahr

Notarized by: Kathleen Widmeyer

WISSOTA SAND & GRAVEL CO.

By: Harvey H. Hunsat

Notarized by: Kathleen Widmeyer



Town Board Meeting
 Town Hall, Town of Richfield
 August 15, 2002
 7:30 p.m.

Neureuther had some questions which she answered. With the web site as it is, just a free service, everyone just links. No one has to get permission to let us link them on to our web site. Fire wall is the responsibility of the hosting company that we have. It's up to us to frequently change the password which helps keeps it secure.

Supervisor Neureuther questioned who would be responsible to keep information up to date. It was suggested Clerk Spranger be responsible.

A motion was made by Bill Neureuther, second by John Jeffords to approve the three policies based on the work Diane Pedersen has done and the review that legal counsel has made. Motion carried.

♦ 9k. Discussion/Action Regarding Proposals for Pioneer Road

The conditions of the road and possible other solutions were discussed. Memo from Gary Wolf, Hwy Superintendent, dated 8/14/02 reviewed the conditions of the road and what would have to be done. He indicated Scott Construction agreed last year to resurface the half mile at their expense in 2002. They owe us this. This is only a temporary solution which may last for 1-3 years.

A motion was made by Imogene Rasmussen, second by John Jeffords to have Scott Construction fix the road from Hwy 175 to Mayfield Rd. at their expense. Motion carried.

♦ 9l. Discussion/Action on a Final Subdivision Plat; St. Augustine Ridge; a 38.5 acre, 11-lot Single Family Residential Open Space/Conservation Subdivision; Dittmar Realty (Section 18)

Chairman Schulteis indicated he was out there and it looked good. Kevin Dittmar indicated everything required was completed.

Memo from Jeff Retzlaff indicated everything came in.

A motion was made by John Jeffords, second by Imogene Rasmussen to approve the final Plat. Motion carried.

♦ 9m. Discussion/Action on a Final Subdivision Plat; Scenic Grove; a 34.5 acre, 10 lot Single Family Residential Open Space/Conservation Subdivision; Continental Divide Company, Inc. (Authorized Agent) (Section 34)

A motion was made by Bill Neureuther, second by Diane Pedersen based on the fact that the letter from the Land Conservation Department came in after Jeff Retzlaff's memorandum was written, I would move for approval with all the contingencies listed are taken care of before the final Plat is signed. Motion carried.

♦ 9n. Discussion/Action Regarding Expiration/Renewal of Building Permits

Chairman Schulteis indicated the reason this is on the agenda is that we have a couple houses not being completed and it is over two years. He would like to get a little more control in some places we are having little problems with. He would like to see that the inside and landscaping would have to be completed by a certain time and not dragged out for years. We are having real problems with a particular property. Discussion followed. It was agreed that it should be looked into.

Pioneer Rd Estimate		.41 miles from Mayfield to Hwy 175				
for upgrades to 24' road w/4' shoulder						
Quantities	Cubic Yards	Tons	Cost per unit	Total		
Excavate Base = 2165' x 32' x 3'	7698		\$20.00	\$153,960.00		
3" TB 18"						
	3848	7698	\$15.00	\$115,470.00		
1.25" TB 7" depth	1488	2976	\$15.00	\$44,640.00		
.75" TB 6" depth	1283	2566	\$15.00	\$38,490.00		
Hot Mix Binder (3.25" Thick)	5773 SY	1031	\$52.00	\$53,612.00		
Hot Mix Surface (1.75" Thick)	5773 SY	556	\$56.00	\$31,136.00		
Replace Driveway Culverts	15" pipe per lineal ft	200	\$59.50	\$11,900.00		
.75" TB Shoulder 5" x 8'	538	1076	\$20.00	\$21,520.00		
Hot Mix Driveways		24	\$56.00	\$1,344.00		
				\$472,072.00		
Hwy 175 Improvements not calculated into total						
Cost is based on 2013 HIP Engineer's Estimates: Does not include Engineering, test bores and surveys.						
Assumes adequate right-of-way and stable base below 3'						



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

6f

MEETING DATE: May 16, 2013

SUBJECT: Repairs to Pioneer Rd
DATE SUBMITTED: May 9, 2013
SUBMITTED BY: Mike Gauthier, Public Works Supervisor

POLICY QUESTION:

SHOULD THE VILLAGE BOARD AUTHORIZE THE REPAIR OF VARIOUS SECTIONS OF PIONEER ROAD BETWEEN PIONEER PLAZA AND STH 175?

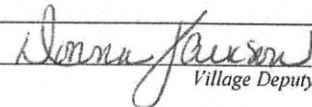
ISSUE SUMMARY:

During the month of April 2013 Pioneer Road between State Hwy 175 and Pioneer Plaza experienced two significant failures of the base and blacktop surface. Staff made limited repairs and posted 5 ton weight limits as an interim solution. Quotes for repairs were solicited and the results are attached for your consideration.

Also attached is a copy of the minutes for the March 21, 2013 meeting of the Village Board. As you can see, the approved 2013 Road Improvement Program left a remaining balance of \$33,899.31. It is Staff's recommendation that this balance be utilized to fund the considered patching project.

FISCAL IMPACT:

REVIEWED BY:


Village Deputy Treasurer

Initial Project Costs: Per Attached Quote
Future Ongoing Costs: None
Physical Impact (on people/space): Improve Traffic Capacity and Safety of Pioneer Road
Residual or Support/Overhead/Fringe Costs: Construction Inspection


ATTACHMENTS:

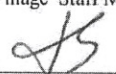
1. Quote summary
2. March 21, 2013 Village Board Minutes

STAFF RECOMMENDATION:

Motion to authorize the Village Administrator to execute a contract with All Pro Asphalt Co. for the patching and maintenance of Pioneer Road from Pioneer Plaza to STH 175.

APPROVED FOR SUBMITTAL BY:


Village Staff Member


Village Administrator

VILLAGE CLERK USE ONLY
BOARD ACTION TAKEN

Resolution No. _____
Ordinance No. _____
Approved _____
Other _____

Continued To: _____
Referred To: _____
Denied _____
File No. _____

Quotes for Repair of Pioneer Rd

QTY	Bid Item	Hilltop Asphalt Co.		Wolf Paving Co.		Payne and Dolan		All Pro Asphalt	
		Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
300 CY	Excavation Below Subgrade	\$14.95	\$4,485.00	\$23.77	\$7,131.00	\$43.00	\$12,900.00	\$9.50	\$2,850.00
1 Roll	Geo Grid	\$525.00		\$515.00		\$580.00		\$500.00	
2 Rolls	Geo Grid		\$1,050.00		\$953.00		\$1,160.00		\$975.00
400 Tn	3" TB (2" feet thick)	\$11.60	\$4,640.00	\$11.60	\$4,640.00	\$24.00	\$9,600.00	\$8.50	\$3,400.00
116 Tn	1.25" TB (7" thick)	\$11.60	\$1,345.60	\$20.25	\$2,349.00	\$24.00	\$2,784.00	\$8.50	\$986.00
83 Tn	5" HMA	\$115.00	\$9,545.00	\$84.82	\$7,040.00	\$130.00	\$10,790.00	\$90.00	\$7,470.00
	Less Flaggers		-\$500.00						
	Total		\$20,565.60	Total	\$22,113.00	Total	\$37,814.00	Total	\$15,681.00

Totals include (2) rolls Geo Grid

Village of Richfield
4128 Hubertus Road
Village Board Meeting Minutes March 21, 2013
7:30 pm

- i. Joint Plan Commission and Village Board, February 7, 2013
- ii. Village Board, February 21, 2013
- d. New Operator Licenses

Motion by Trustee Voss to approve the consent agenda as presented, seconded by Trustee Neu. Motion carried unanimously.

7. DISCUSSION/ACTION ITEMS

- a. (approved earlier in the meeting)
- b. Discussion/Action regarding awarding of bid for 2013 Road Improvement Program

President Jeffords recused himself at this time due to a conflict of interest, and turned the meeting over to Trustee Neu.

Administrator Schoemann summarized this issue.

Motion by Trustee Collins to approve the 2013 roadway improvement program with Stark Asphalt per project No. R12-0862-105 specifications, with the understanding that the allocation of the remaining balance of \$33,899.31 will be determined at a later date, seconded by Trustee Brandner. Motion carried 4-0.

President Jeffords returned at this time.

Motion by Trustee Collins to allow for a reconsideration of his motion on the unlawful assessment, item 4b, seconded by Trustee Brandner. Motion carried unanimously.

Administrator Schoemann explained that the Village Attorney has suggested that they add certain language to the motion.

Motion by Trustee Collins to establish the assessment value of 1116 STH 175, Germantown, WI at \$10,000, with the understanding that the land value will remain as assessed, subject to drafting of a resolution which will include all necessary legal language in dealing with charging back other taxing jurisdictions, seconded by Trustee Neu. Motion carried unanimously.

8. PUBLIC COMMENTS (...continued)

No one spoke.

9. CLOSED SESSION

- a. Discussion/Action to enter into closed session pursuant to Section 19.85(1)(b) of the WI Stats., Considering dismissal, demotion, licensing or discipline of any public employee or person licensed by a board or commissioner for the investigation of charges against such person, or considering the grant or denial of tenure for a university faculty member, and the taking of formal action on any such matter; provided that the faculty member or other public employee or person licensed is given actual notice of any evidentiary hearing which may be held prior to final action being taken and of any meeting at which final action may be taken-Operator License denial appeal for Christine Hoffman

President Jeffords read 9a aloud.

Motion by Trustee Neu to enter into closed session pursuant to Section 19.85(1)(b) of the WI Stats., Considering dismissal, demotion, licensing or discipline of any public employee or person licensed by a